

# Terms of Use

**EFFECTIVE DATE: January 19, 2018**

This website is controlled, operated and administered by Texan Foods LLC (or its licensees). All inquiries may be directed to:

Texan Foods LLC  
c/o Webmaster  
P.O. Box 340328  
Austin Texas 78734-0328

**By Email:** [texanfoods@mail.com](mailto:texanfoods@mail.com)

Your access to and use of our website(s) (the "Website") is subject to the following terms of use (these "Terms of Use") and all applicable statutes, orders, regulations, rules, and other laws. By accessing and browsing the Website, you accept and agree to be bound by these Terms of Use, which are conditions of permission to access the Website. If you do not agree to these Terms of Use, you may not have full access to the Website. By accessing and/or using Website, you affirm that you are of legal age to enter into these Terms of Use or, if you are not, that you have obtained parental or guardian consent to enter into these Terms of Use.

The form and nature of the services, content and all information posted on the Website is subject to change without notice. In addition, these Terms of Use may be changed, altered or modified at any time without prior notice. Texan Foods LLC ("Company," "we," or "us") will make such changes by posting them here. You should check this page periodically for such changes. You can determine when these Terms of Use were last revised by referring to the "LAST UPDATED" legend at the bottom of these Terms of Use. Your continued access of the Website after such changes conclusively demonstrates your acceptance of those changes.

We reserve the right, at any time and from time to time, temporarily or permanently, in whole or in part, to: modify or discontinue the Website, with or without notice; charge fees in connection with the use of the Website; modify and/or waive any fees charged in connection with the

Website; and/or offer opportunities to some or all users of the Website. In these Terms and Conditions, “Affiliated Entities” means any direct or indirect parent, subsidiaries, sponsors, or affiliated companies of Texan Foods LLC. You agree that neither we nor any Affiliated Entities shall be liable to you or to any third party for any modification, suspension or discontinuance of the Website, in whole or in part, or of any service, information and materials contained herein, software used to make the Website, or feature or product offered through the Website.

---

## **1. Permitted Use, Limited License and Authorization to Reproduce**

Subject to these Terms of Use and any other terms and conditions on the Website, Company hereby grants to you the non-exclusive right to use the Website and download, install, reproduce, use and disclose the contents of the files or other media provided on the Website that are specifically identified as available for download, subject to the following conditions: (i) the material may be used for informational and noncommercial purposes only; (ii) it may not be modified in any way, nor distributed, transmitted or re-posted; (iii) no copy is made of any Company trademark or logo apart from the page on which it appears; and (iv) any copy of any portion of the material must include the copyright notice appearing on the Website. The Website, all of the information and materials contained herein, and the software used to make the Website available (collectively, "Content") are and shall remain the property of Company and its licensors and suppliers, and are protected, without limitation, pursuant to U.S. and foreign copyright, trademark, patent and/or other proprietary rights and laws. You do not acquire any right, title or interest in such Content by virtue of accessing the Website or making use of the permitted uses allowed under these Terms of Use.

## **2. Copyrights**

You should assume that everything you see or read on the Website is copyrighted unless otherwise noted and may not be used except as provided in these Terms and Conditions (see Section 1 above) or in the text on the Website without the written permission of Company. Company neither warrants nor represents that your use of materials displayed on Company’s Websites will not infringe rights of third parties not owned by or affiliated with Company. Images, photographs, or illustrations displayed on the Website are either the property of, or used with permission by, Company. The use of these materials by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms and Conditions or specific permission provided elsewhere on the Website. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

PLEASE NOTE THAT UNAUTHORIZED USE OF THE WEBSITE OR ANY CONTENT ON THE WEBSITE (INCLUDING WITHOUT LIMITATION ANY SOFTWARE MADE AVAILABLE THROUGH THE WEBSITE) MAY IN PARTICULAR JURISDICTIONS RESULT IN MONETARY DAMAGES AND OTHER CIVIL AND CRIMINAL PENALTIES INCLUDING WITHOUT LIMITATION, FOR COPYRIGHT INFRINGEMENT.

## **3. Trademarks**

The trademarks, logos, service marks, brand identities, title, characters, trade names, graphics, designs, copyrights and other properties appearing within Website (collectively the "Trademarks") displayed on the Website are protected intellectual property that include registered and unregistered trademarks of Company, its affiliates and others. Nothing contained on the Website should be construed as granting, by implication, or otherwise, any license or right to use any Trademark displayed on this Website without the written permission of Company or such third party that may own the Trademark displayed on the Website. Your misuse of the Trademarks displayed on the Website, or any other content on the Website, except as provided herein, is strictly prohibited.

#### **4. Copyright Infringement Notification**

Texan Foods LLC is committed to complying with U.S. copyright law and to responding to claims of copyright infringement. Texan Foods LLC will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c) ("DMCA").

Pursuant to the DMCA, notifications of claimed copyright infringement should be sent to a Service Provider's Designated Agent. Notification must be submitted to the following Designated Agent for the Website in the manner described below:

**By Mail:**

Texan Foods LLC  
c/o Legal Department  
PO Box 2636  
Austin, Texas 77252-2636

**By Email:** [texanfoods@mail.com](mailto:texanfoods@mail.com)

For your complaint to be valid under the DMCA, you must provide all of the following information when providing notice of the claimed copyright infringement:

- a. A physical or electronic signature of a person authorized to act on behalf of the copyright owner;
- b. Identification of the copyrighted work claimed to have been infringed;
- c. Identification of the material that is claimed to be infringing or to be the subject of the infringing activity, and that is to be removed or access to which is to be disabled, as well as information reasonably sufficient to permit Company to locate the material;
- d. Information reasonably sufficient to permit Company to contact the copyright owner, such as an address, telephone number, and, if available, an electronic mail address;
- e. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
- f. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

For more details on the information required for valid notification, see 17 U.S.C. 512(c)(3).

You should be aware that, under the DCMA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and attorney's fees.

## **5. Unauthorized Use or Access**

Unless otherwise expressly authorized in these Terms of Use or on the Website, you may not take any action to interfere with the Website or any other user's use of the Website or decompile, reverse engineer or disassemble any Content or other products or processes accessible through the Website, nor insert any code or product or manipulate the Content in any way that affects any user's experience. While using the Website you are required to comply with all applicable statutes, orders, regulations, rules, and other laws. In addition, we expect users of the Website to respect the rights and dignity of others. Your use of the Website is conditioned on your compliance with the rules of conduct set forth in this section.

You may not (and you expressly agree that you will not) do any of the following, which violate these Terms of Use:

- a. Post, upload, share, transmit, distribute, facilitate distribution of, or otherwise make available, through or in connection with the Website:
  - i. Anything that is or may be (a) threatening, harassing, degrading, hateful or intimidating; (b) defamatory; (c) fraudulent or tortious; (d) obscene, indecent, pornographic or otherwise objectionable; or (e) protected by copyright, trademark, trade secret, right of publicity or other proprietary right without the express prior consent of the owner of such right.
  - ii. Any material that would give rise to criminal or civil liability; that contains or promotes violence, drug use, illegal gambling or other criminal activity; that encourages conduct that constitutes a criminal offense; or that encourages or provides instructional information about illegal activities or activities such as "hacking," "cracking," or "phreaking."
  - iii. Any virus, worm, Trojan Horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment.
  - iv. Any unsolicited or unauthorized advertising, promotional material, "junk mail," "spam," "chain letter," "pyramid scheme" or investment opportunity, or any other form of solicitation.
  - v. Any material, non-public information about a company without the proper authorization to do so.
- b. Use the Website for any fraudulent or unlawful purpose.
- c. Use the Website to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including without limitation others' privacy rights or rights of publicity, or harvest or collect personally identifiable information about users of the Website.
- d. Impersonate any person or entity, including without limitation any representative of Company or an Affiliated Entity; falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Website; or express or imply that we endorse any statement you make.

- e. Interfere with or disrupt the operation of the Website or the servers or networks used to make the Website available; or violate any requirements, procedures, policies or regulations of such networks.
- f. Restrict or inhibit any other person from using the Website (including without limitation by hacking or defacing any portion of the Website).
- g. Use the Website to advertise or offer to sell or buy any goods or services for any business purpose, without Company's express prior written consent.
- h. Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Website.
- i. Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Website.
- j. Remove any copyright, trademark or other proprietary rights notice from the Website or materials originating from the Website.
- k. Frame or mirror any part of the Website without Company's express prior written consent.
- l. Create a database by systematically downloading and storing Website Content.
- m. Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way gather Website Content or reproduce or circumvent the navigational structure or presentation of the Website.

Additionally, you acknowledge and agree that you (and not Company) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, and services needed to access and use the Website, and paying all charges related thereto.

## **6) International Users**

The Website is controlled, operated and administered by Company (or its licensees) from its offices within the United States of America and is not intended to subject Company to the laws or jurisdiction of any state, country or territory other than that of the United States. Company does not represent or warrant that the Website or any part thereof is appropriate or available for use in any particular jurisdiction other than the United States. Those who choose to access the Website do so on their own initiative and at their own risk, and are responsible for complying with all local statutes, orders, regulations, rules, and other laws. You are also subject to United States export controls and are responsible for any violations of such controls, including without limitation any United States embargoes or other federal rules and regulations restricting exports. Company may limit the Website's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

## **7) Termination of Access**

These Terms of Use are in effect until terminated by either party. You may terminate this agreement and any account created through the Website at any time, by destroying all materials obtained from all Texan Foods LLC Websites, along with all related documentation and all copies and installations.

In addition to any right or remedy that may be available to Company under applicable law, Company may suspend, limit, or terminate all or a portion of your access to the Website, and/or your rights to use any of the Content, at any time with or without notice and with or without cause, including without limitation, if Company believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Use. Upon any such termination, your right to use the Website will immediately cease. In addition, Company may refer any information

on illegal activities, including your identity, to the proper authorities. You agree that Company and the Affiliated Entities shall not be liable to you or any third party for any suspension, limitation, or termination of your access to the Website.

## **8) Accuracy of Information You Submit**

You may be permitted to or asked to submit information to the Website. You expressly represent and warrant: (a) that you have the authority to provide Company with all such information; (b) that all such information may be used by Company for the purposes intended; (c) that all such information shall be true, accurate, and complete; and (d) that you will maintain and update such information as needed, such that the information remains true, accurate and complete. You agree that if any information you provide is false, inaccurate, obsolete or incomplete, we may terminate your access to or use of the Website.

## **9) Content you share with us**

We may include features on the Website that allow you to share your information, comments, reviews, ideas, concepts, drawings, recipes, and other texts, photos, pictures and other images, films, movies, music and other audio files, software, applications or games (together referred to as "User Content") with us and other users of the Website. Please note that by sharing User Content through the Website, your User Content may become publicly accessible and will not be subject to any confidentiality restrictions. You grant to Company and its Affiliated Entities a worldwide, non-exclusive, transferable, royalty-free, perpetual, irrevocable right and license, without compensation to you:

- i. To use, reproduce, distribute, adapt (including without limitation edit, modify, translate, and reformat), derive, transmit, display and perform, publicly or otherwise, such User Content, in any media now known or hereafter developed, for Company and/or the Affiliated Entities' business purposes,
- ii. To sublicense the foregoing rights, through multiple tiers, to the maximum extent permitted by applicable law, and
- iii. To use your name, or screen name, hometown, photograph, portrait, picture, voice, likeness and biographical information as news or information in any and all media and for advertising or promotional purposes, whether or not in connection with your submission.

The foregoing licenses shall survive any termination of your use of the Website. For all of the User Content you share through the Website, you represent and warrant that you have all rights necessary for you to grant these licenses, and that such User Content, and your provision or creation thereof through the Website, complies with all applicable laws, rules, and regulations and does not infringe or otherwise violate the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party, and is furthermore free from viruses and other malware. You further, to the extent permissible by law, irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding each item of User Content that you submit.

Please note that we do not solicit or encourage submissions of User Content containing ideas or suggestions relating to the Website, our business or our Affiliated Entities' businesses. If you send us any ideas or suggestions, regardless of the topic, we and our Affiliated Entities will have no obligations with respect to such ideas or suggestions (including without limitation,

confidentiality) and may use them for any purpose whatsoever. You understand and acknowledge that Company has both internal resources and other external resources which may have developed, or may in the future develop, ideas identical to or similar to any ideas or suggestions or comments to suggestions you may submit. Any idea or suggestion you submit to us shall be subject to the foregoing User Content policy and terms.

#### **10) Monitoring; Removal of Submissions**

You acknowledge and agree that we reserve the right (but have no obligation) to do one or all of the following, at our sole discretion: (a) evaluate User Content before allowing it to be posted on the Website; (b) monitor User Content; (c) alter, remove, reject, or refuse to post or allow to be posted, without notice to you, any User Content, for any reason or for no reason whatsoever; provided, however, that we shall have no obligation or liability to you for failure to do so or for doing so in any particular manner; and/or (d) disclose any User Content, and the circumstances surrounding their transmission, to any third party in order to operate the Website; to protect Company, the Affiliated Entities, and their respective employees, officers, directors, shareholders, agents, and representatives, and the Website's users and visitors; to comply with legal obligations or governmental requests; to enforce these Terms of Use; or for any other reason or purpose.

#### **11) Links To Other Sites**

The Website may provide links to other websites and online resources. We are not responsible for and do not endorse such external sites or resources. Other sites may link to the Website with or without our authorization, and we may block any links to or from the Website without prior notice. YOUR USE OF THIRD PARTY WEB SITES AND RESOURCES IS AT YOUR OWN RISK.

**YOU AGREE THAT YOUR USE OF THIRD PARTY WEBSITES AND RESOURCES, INCLUDING WITHOUT LIMITATION YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEBSITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.**

#### **12) Promotions**

Any promotions or offers set forth on the Website are void where prohibited, and are subject to the posting of any official rules pertaining to such promotions or offers.

#### **13) Privacy**

Texan Foods LLC takes your privacy seriously. Your submission of personally identifiable information through the Website is governed by Company's [Privacy Policy](#). These Terms of Use incorporate by reference the terms and conditions of the [Privacy Policy](#).

#### **14) Disclaimers**

- a. **Technical Disclaimer** - The material in this Website could include technical inaccuracies or other errors. Your use and browsing of the Website is at your risk. Company does not

warrant that the functional aspects of the Website will be uninterrupted or error free or that this Website or the server that makes it available are free of viruses or other harmful components.

FURTHER, WE DO NOT PROMISE THAT THIS WEBSITE, NOR ANY INFORMATION, CONTENT OR MATERIALS MADE AVAILABLE THROUGH THE WEBSITE, WILL BE ACCURATE, RELIABLE, COMPLETE, ERROR FREE OR COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE.

- b. **Health and Wellness Information Disclaimer** - Information accessible on this Website is not intended to be a substitute for professional medical advice. Information is often general in nature and may be helpful to some persons but not others, depending upon their personal medical needs. Above all, you should always consult with your personal physician prior to changing or undertaking a new diet or exercise program. Your physician is often in the best position to evaluate whether any particular diet or exercise program is best for you. Advance consultation with your physician is particularly important if you are under eighteen (18) years old, pregnant, nursing, or have health problems. Never disregard professional medical advice or delay in seeking it because of something you have read on the Website.
- c. **General Disclaimer** - WITHOUT LIMITING THE FOREGOING, RIVIANA FOODS INC., ITS AFFILIATED ENTITIES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS AND PROVIDERS MAKE NO REPRESENTATION OR WARRANTY (a) REGARDING THE STATEMENTS, ACTS OR OMISSIONS OF ANY THIRD PARTIES; (B) THAT THE WEBSITE AND/OR ANY OF ITS FEATURES WILL BE AVAILABLE ON A TIMELY BASIS, OR THAT ACCESS TO THE WEBSITE AND/OR ANY OF ITS FEATURES WILL BE UNINTERRUPTED OR SECURE; (C) THAT DEFECTS OR ERRORS WILL BE CORRECTED; OR (D) THAT THE WEBSITE OR THE SERVERS OR NETWORKS THROUGH WHICH THE WEBSITE IS MADE AVAILABLE ARE SECURE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Neither Texan Foods LLC nor its Affiliated Entities, nor any of its agencies, nor any other party involved in creating, producing, or delivering the Website, is liable for any direct, incidental, consequential, indirect, or punitive damages or losses arising out of or in connection with your access to, or use of, the Website, its features or any Content made available through the Website, even if advised in advance of such damages or losses, to the extent permitted by applicable law. OUR MAXIMUM LIABILITY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE SHALL BE THE TOTAL AMOUNT PAID BY YOU TO US TO ACCESS AND USE THE WEBSITE.

IT IS POSSIBLE THAT APPLICABLE LAW MAY NOT ALLOW FOR LIMITATIONS ON CERTAIN IMPLIED WARRANTIES OR EXCLUSIONS OR



LIMITATIONS OF CERTAIN DAMAGES; SOLELY TO THE EXTENT THAT SUCH LAW APPLIES TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

#### **15) Indemnification**

You agree to defend, hold harmless and indemnify Company, the Affiliated Entities, and their respective officers, directors, employees, consultants, agents, shareholders, and representatives, from and against any and all claims, liabilities, damages, fines, penalties or costs of whatsoever nature (including reasonable attorneys' fees and costs), arising out of or in any way connected with: (i) any breach by you of these Terms of Use; or (ii) your use of the Content or services available on the Website in any unauthorized manner.

#### **16) Severability**

If any part of these Terms of Use shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms of Use.

#### **17) Waiver; Remedies**

The failure of Company to partially or fully exercise any rights or the waiver of Company of any breach of these Terms of Use by you, shall not prevent a subsequent exercise of such right by Company or be deemed a waiver by Company of any subsequent breach by you of the same or any other term of these Terms of Use. The rights and remedies of Company under these Terms of Use shall be cumulative, and the exercise of any such right or remedy shall not limit Company's right to exercise any other right or remedy.

#### **18) California Consumer Protection Information**

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

#### **19) Governing Law; Forum**

The laws of the State of Texas shall govern these Terms of Use, without regard to its conflict of laws principles. You hereby expressly consent to the exclusive jurisdiction of and venue in the courts located in the State of Texas, and waive any objection to such courts, including without limitation, on the basis of personal jurisdiction, venue or inconvenience of the forum.

#### **20) Miscellaneous**

- These Terms of Use do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Company. You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms of Use without our express prior written consent.

- Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.
- By using the Website, you agree to be bound by these Term of Use, and to the extent that any or all terms of these Terms of Use are inconsistent with any agreement, written or oral, you may have previously or contemporaneously entered into and/or signed with Company with respect to the subject matter herein, you acknowledge and agree that the terms of these Terms of Use shall supersede such other agreement and prevail.
- Notices to you may be made via posting to the Website, by e-mail, or by regular mail, in Company's discretion (in the latter two situations, via the most recent address that we have on file).
- The Website may also provide notices of changes to these Terms of Use or other matters by displaying such notices or by providing links to such notices.
- Without limitation, you agree that a printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

---

**Effective Date: January 19, 2018**