

Terms of Use

These terms of use (“Terms of Use”) govern the use of Cargill’s Made With a Promise™ (the “Cargill Materials”). The Cargill Materials are provided by Cargill Cocoa and Chocolate, Incorporated (“Cargill,” “we,” “us,” or “our”). As used herein, “you” and “your” refer to the individual, entity or other person that accesses or otherwise uses the Cargill Materials. By accessing the Cargill Materials and using the materials, you hereby represent and warrant that you have purchased eligible products from Cargill for distribution to your customers.

These Terms of Use are deemed to include other terms and policies referenced herein (such as our Privacy Policy) as well as any written agreements between the parties, including but not limited to the operative Sales Agreement between you and Cargill or Cargill’s authorized distributor (“Sale Agreement”). In the event of any conflict or inconsistency between these Terms of Use and your Sales Agreement, the terms of these Terms of Use shall govern and control.

Your consent

PLEASE REVIEW THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING THE CARGILL MATERIALS, YOU ARE AGREEING TO COMPLY WITH THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE THE CARGILL MATERIALS.

Your Representations

If you are accessing or using the Cargill Materials on behalf of an organization, you represent that you have the appropriate authority to enter into an agreement on behalf of the organization that you indicate you represent, you are authorized to access and use the Cargill Materials on behalf of the organization and that both you and that organization have agreed to these Terms of Use and have all authorizations and consents required to use the Cargill Materials. It is your responsibility to ensure that you have the rights or permissions needed to comply with these Terms of Use. Your organization takes full responsibility for any use of the Cargill Materials. By accessing the Cargill Materials, you represent and warrant that:

- The information that you provide to Cargill is true, correct and not misleading.
- You or your organization has purchased eligible products from Cargill for distribution to your customers (as provided).
- You will not alter the Cargill Materials.
- These terms and conditions are material to Cargill in providing the Cargill Materials.

Our Online Privacy Policy

Our Online Privacy Policy describes how we protect Your privacy when You access the Cargill Materials. [To review our Online Privacy Policy, click here.](#) Our Online Privacy Policy is part of and is hereby incorporated into these Terms of Use.

Ownership and License

Cargill or its licensors own all rights, title and interests in the Cargill Materials. The text, photographs, images, illustrations, graphics, audio, video and audio-video clips, and other data and materials provided through the Cargill Materials are protected under trademark, service mark, trade dress, copyright, patent, trade secret and other intellectual property laws. Without limiting the foregoing, the Cargill Materials is a collective work owned by Cargill under U.S. and international copyright laws and treaties. Cargill owns the copyright in the selection, coordination, arrangement and enhancement of the Cargill Materials. Nothing in these Terms of Use transfers any right, title or interest in any of the Cargill Materials.

We hereby grant you a limited license to view, download and print copies of any Cargill Materials to which you have gained access in accordance with these Terms of Use solely for your business use to promote the Made With a Promise™. That license is subject to the conditions that (1) you do not remove, modify or obscure any copyright, trademark, or other proprietary notices from the Cargill Materials, (2) you comply with all applicable laws, statutes and regulations, and (3) you obtain the Cargill Materials as a human user (not through data mining, robots or other automated data gathering or extraction methods). Cargill may revoke that license at any time without notice and with or without cause. Cargill reserves all other rights in the Cargill Materials, and you agree that you will not prepare derivative works based on, broadcast, exploit or use any part of the Cargill Materials in a way that, in Cargill's sole discretion, registers the Cargill Materials to be misleading or inaccurate.

Trademarks

The trademarks and service marks used or displayed on the Cargill Materials ("Trademarks") are registered and unregistered trademarks of members of Cargill, its affiliates, or third parties. You may not use any Trademarks displayed in the Cargill Materials without the prior express written permission of Cargill or the trademark owner.

Links

The Cargill Materials may provide links to other Web sites from time to time that are operated by third parties. These links are provided for your convenience. A link to a third-party Web site is not an endorsement of that third-party Web site. We are not responsible for the actions, products, or content of those third parties or their Web sites. Different terms of use and privacy policies may apply to your use of any linked third-party Web sites. If You decide to access any such linked Web sites, You do so at Your own risk.

The Cargill Materials also may contain links to other Web sites owned by Cargill or our affiliates. The terms of use of those Web sites differ from these Terms of Use. Before You use any other Web site, You should review the terms of use for that Web site.

Disclaimers

THE CARGILL MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER. TO THE FULLEST EXTENT PERMITTED BY LAW, CARGILL, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS AND

SERVICE PROVIDERS, EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO (1) THE CARGILL MATERIALS; (2) YOUR USE OF THE CARGILL MATERIALS; AND (3) ANY WEBSITES TO WHICH THE CARGILL MATERIALS ARE LINKED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CARGILL, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS AND SERVICE PROVIDERS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE; (C) REGARDING THE SECURITY OF THE CARGILL MATERIALS OR CARGILL SYSTEMS; (D) THAT THE CONTENT IS ACCURATE, COMPLETE, CURRENT, RELEVANT OR RELIABLE; OR (E) THAT YOUR USE OF THE CARGILL MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE.

Some jurisdictions do not allow the limitation of certain warranties, so some of these disclaimers may not apply to you.

Limitations of liability

UNDER NO CIRCUMSTANCES, SHALL CARGILL, ITS AFFILIATES, OR THEIR RESPECTIVE, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS AND SERVICE PROVIDERS, BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF PROFITS, REVENUES, SAVINGS, DATA OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH THE ACCESS, USE OF OR INABILITY TO USE OR ACCESS THE CARGILL MATERIALS. YOU ASSUME ALL RISKS RELATING TO THE USE OF THE INFORMATION IN THE CARGILL MATERIALS AND AGREE THAT CARGILL IS NOT LIABLE TO YOU OR ANY THIRD PARTY RELATING TO THE USE OF SUCH INFORMATION.

IN NO EVENT SHALL CARGILL, ITS AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS AND SERVICE PROVIDERS, AGGREGATE LIABILITY HEREUNDER TO YOU OR TO ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY CAUSE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE CARGILL MATERIALS.

EACH OF THE FOREGOING LIMITATIONS OF LIABILITY APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY, OR ANY OTHER BASIS, AND EVEN IF AN AUTHORIZED REPRESENTATIVE OF CARGILL OR ONE OF ITS AFFILIATES, LICENSORS OR SERVICE PROVIDERS HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

Some jurisdictions do not allow the exclusion of liability for certain types of damages. Accordingly, some of the foregoing limitations of liability may not apply to you.

Indemnification

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CARGILL AND ITS SUBSIDIARIES AND AFFILIATED ENTITIES, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF EACH OF THEM, AND EACH OF THEIR PREDECESSORS AND SUCCESSORS, FROM AND AGAINST ANY AND ALL LOSSES, TO THE EXTENT ARISING OUT OF OR RELATING TO (I) YOUR BREACH OF THESE TERMS OF USE, OR (II) YOUR USE OR MISUSE OF ANY OF THE CARGILL MATERIALS.

Errors, Inaccuracies and Omissions

We make every effort to present the most recent, accurate, and reliable information in the Cargill Materials. However, occasionally there may be information on the Cargill Materials that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, and availability. We reserve the right to amend errors or to update product information at any time without prior notice.

Discontinuation and Modification

We may discontinue or modify the Cargill Materials (or the website where they are housed) in whole or in part at any time without notice. Except as otherwise stated in these Terms of Use, you agree that Cargill shall not be liable to you or to any third party for any modification, suspension or discontinuation of the Cargill Materials.

Miscellaneous

Interpretation. As used in these Terms of Use, the term “including” means “including, but not limited to.”

Waivers. Our failure at any time to require performance of any provision of these Terms of Use or to exercise any right provided for herein shall not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by any of us of any breach of any provision of these Terms of Use or of any right provided for herein shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms of Use.

Severability. If any provision of these Terms of Use is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms of Use shall remain in full force and effect.

Governing Law. These Terms of Use shall be governed under the laws of the State of Minnesota and the federal laws of the United States, without prejudice to the provisions of the Laws of the country where You are located that cannot be derogated from contractually, and without reference to conflict of laws’ principles, as such laws are applied to agreements entered into and to be performed entirely within the State of Minnesota between residents of the State of Minnesota.

Jurisdictional Issues. The website that contains the Cargill Materials is controlled and operated from the United States, and is not intended to subject Use to any jurisdiction or laws other than the laws of the United States. The Cargill Materials may not be appropriate or available for use in some non-U.S. jurisdictions. You shall, at your expense, obtain and maintain in force at all times during the term of this Agreement all approvals, licenses, permits and other authorizations in order for You to access and use the Cargill Materials. You shall bring any actions or proceedings against Us that arise out of or relate to these Terms of Use exclusively in a state or federal court in Hennepin County, Minnesota. You hereby irrevocably consent and submit to the personal jurisdiction of said courts for all claims made under these Terms of Use.

Entire Agreement. These Terms of Use contain the entire understanding and agreement between You and us with respect to the Cargill Materials and supersede all previous communications, negotiations and agreements, whether oral, written, or electronic between You and us with respect thereto.

Contact Us

Write to us at:

Cargill Materials Terms of Use Inquiries
Cargill, Incorporated
Attn: Cargill Cocoa and Chocolate Marketing
PO Box 9300
Minneapolis, MN 55440-9300