

# Terms and Conditions

**Effective as of: March 12, 2021**

This website (“Site”) is controlled by and/or maintained by Dole Packaged Foods, LLC and/or one or more of its subsidiaries or affiliates (individually and collectively, “DPF,” “we,” “us,” or “our”). By using our Site, participants (“Participant”, “you,” “your”) agree to be bound by each of the terms and conditions set forth below and any amendments thereto (“Terms and Conditions”). Please review these Terms and Conditions from time to time to ensure that you have read and agree with the current policy, as it may be amended without notice. The date of our Terms and Conditions is set forth at the top of the document. We may modify these Terms and Conditions from time to time. Please review this page periodically. We will notify you of any material changes via a notice on the Site. In addition, the Terms and Conditions will always indicate the date the Terms and Conditions were last revised. By continuing to use the Site after the modifications are posted, you are agreeing to the modified Terms and Conditions. Please note that your use of certain features of our Site may be subject to additional terms and conditions. By using these features, you also agree to be bound by such additional terms and conditions.

## **PRIVACY**

**We are committed** to respecting your privacy and protecting your personally identifiable information. Any information we may collect regarding users of our Site is subject to our Privacy Policy, the full text of which is available [here](#).

## **OUR PROPRIETARY RIGHTS**

The Site and all of its contents, including, without limitation, names, logos, trademarks, images, text, columns, graphics, photographs, illustrations, artwork, audio clips, video clips, articles, software, icons and other elements making up the Site (collectively, "Content") are protected by copyright, trademark and other intellectual property laws of the United States, as well as international conventions and the laws of other countries. The Content is owned or controlled by us, by our affiliates, or by other parties that have licensed or otherwise provided their material to us. Except as specifically provided herein or elsewhere on the Site, no Content may be copied, reproduced, republished, downloaded, posted, transmitted, entered into a database, or distributed in any way, or otherwise used for any purpose, by any person or entity, without the prior express written permission of DPF. You may not add, delete, distort, decompile, reverse engineer, disassemble, create derivative works from or otherwise modify the Content. Any unauthorized attempt to modify any Content, to defeat or circumvent our security features, or to utilize our Site for any purpose other than their intended purposes is strictly prohibited.

Additionally, unless otherwise expressly permitted, websites may not link, whether by hyperlink or otherwise, to any page beyond the homepage of this Site, or frame this Site, or any web page or material herein, nor may any entity include a link to any aspect of this Site in an email for commercial purposes, without the express written permission of DPF.

DPF grants Participant a non-exclusive, non-assignable, non-transferable, and revocable license ("License") to use and display, for personal and noncommercial use only, one copy of any material provided on our Site specifically for the purpose of downloading by Participant ("Downloaded Material"). Participant agrees to maintain any and all copyright and other notices contained in such Downloaded Material. Participant further agrees not to alter or modify the Downloaded Material in any way. This License may not be assigned, transferred, or sublicensed by Participant to any other 2 party and may be revoked by DPF at any time. Upon revocation or other notice, Participant agrees to delete and/or destroy any Downloadable Material obtained from the Site.

## **YOUR USE OF THE SITE: RULES OF CONDUCT**

By using our Site, Participant accepts the following rules of conduct:

- Participant will not post to or transmit through our Site any unlawful material, including but not limited to any threatening, harmful, defamatory, obscene or pornographic material; material that is fraudulent or contains false, deceptive, or misleading statements, claims, or representations; or any material that violates federal or local law or regulation, or would give rise to civil or criminal liability.
- Participant shall not use our Site to post, upload, or otherwise make available any material protected by a proprietary right, including but not limited to copyright

and/or trademark or other third-party right without express written permission of the owner of such right.

- Participant shall not use the Site in any manner which could damage, disable, overburden, or impair or otherwise interfere with the use of this Site or the hardware, software, networks, systems, technology, and facilities upon and within which it operates (“Infrastructure”), or other users’ laptops, desktop or mobile devices, or cause damage, disruption or limit the functioning of any software, hardware, or telecommunications equipment.
- Participant shall not attempt to gain unauthorized access to this Site, any related website, other accounts, computer system, or networks connected to this Site, through hacking, password mining, or any other means.
- Participant shall not obtain or attempt to obtain any materials or information through any means not intentionally made available through this Site, including harvesting or otherwise collecting information about others such as email addresses.

Users shall be solely responsible for any material that they maintain, transmit, download, view, post, distribute (“Participant Material”) or otherwise access or make available using the Site or Infrastructure. Users shall cooperate with DPF in investigating and correcting any apparent breach of these Terms and Conditions.

In the event that DPF becomes aware of any such Participant Material or of any activity engaged in by Participant that may violate these Terms and Conditions and/or expose DPF to civil or criminal liability, DPF reserves the right to investigate such material, block access to such material and suspend or terminate any features of or Content on the Site without liability. DPF further reserves the right to cooperate with legal authorities and third parties in investigating any alleged violations of these Terms and Conditions, including disclosing the identity of any Participant that DPF believes is responsible for such violation. DPF also reserves the right to implement technical mechanisms to prevent violations of these Terms and Conditions. Nothing in these Terms and Conditions shall limit in any way DPF’s rights and remedies at law or in equity that may otherwise be available.

## **SUBMISSIONS**

Any notes, postings, ideas, suggestions, concepts, products, services, technologies, investment or innovation ideas, or other material submitted to DPF through our Site in any format (“Submissions”) will become and remain the exclusive property of DPF throughout the world, and we shall be entitled (without compensation to you or any other party) to use such material, either commercially or non-commercially, in perpetuity in any form and manner in any media, whether known or hereafter devised. You acknowledge and understand that DPF regularly independently engages in research and

development of concepts, plans, opportunities, products, services, technologies, investments, innovations, and ideas (collectively, "Concepts"), either itself or through third party partners; DPF 3

does not waive any rights to use any such Concepts whether similar or related to yours or otherwise. DPF shall not be responsible or liable to you or any other party for claims of infringement, misappropriation, payment, royalties or otherwise in the event your Submissions, or other material under development by you, resembles or is similar to any Concepts previously developed by or known to DPF or under development by DPF or our partners. Any use of the Submission, or any related or similar Concepts, is not an admission by DPF of the Submission's novelty, uniqueness, usefulness, or originality.

This means that:

- Your Submissions will not be treated as confidential or proprietary, even if you designate or label them as such
- You cannot sue us or otherwise bring any claims against us for using the Submission
- If we use your Submission, we will not have any obligation to pay you or anyone else, or to give you credit or attribution
- We are under no obligation to use, review or return the Submission

You acknowledge that you – and not DPF – are responsible for your Submissions. When you provide us with a Submission, you agree that: (i) your Submission is original with you and is novel and accurate, (ii) your Submission does not violate or infringe, and its use will not violate or infringe, the rights of any third party, any applicable law or ordinance, or these Terms and Conditions; (iii) no rights in your Submission have previously been granted to anyone else, and no rights in the Submission have been exploited by any third party; (iv) all moral rights that you may have in your Submission have been voluntarily waived by you; (v) your Submission will not contain any personal information (other than your contact information), and (v) you will use commercially reasonable efforts to ensure that your Submission is free from viruses, worms, trojan horses, or other items of a destructive nature.

DPF has no responsibility for any material or information created, stored, maintained, submitted, transmitted or made accessible on or through the Site or Infrastructure by Participants, and is not obligated to monitor or exercise any editorial control over such material.

## **LINKED SITES**

Our Site may contain links to other websites that are not controlled or maintained by DPF. You acknowledge and agree that we will not be responsible for the content,

advertising, privacy policies, products, services, or other materials on or available from such linked websites. Use of linked websites is at your own risk. Certain Site links may direct you to third-party websites and e-commerce platforms where you can purchase DPF goods and products. These websites and e-commerce platforms are not operated by DPF. You acknowledge and agree that any transactions you make on a third-party website or e-commerce platform are conducted entirely between you and the operator of such website or e-commerce platform, and not with DPF in any manner. DPF is not responsible for the sale or fulfillment of any goods or products you purchase through a third-party website or e-commerce platform, and any complaints, questions, or claims should be directed to the operator of such site or platform. We encourage you to note when you leave our Site and to read the terms of use of such other websites. In addition, our Site may link to websites owned or operated by DPF subsidiaries or other affiliated companies ("Affiliated Sites"). Please note that the Affiliated Sites are subject to the terms of use and policies posted on those sites.

## **NO MEDICAL ADVICE**

THE INFORMATION PROVIDED ON OUR SITE IS MEANT FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO SUBSTITUTE FOR ANY TYPE OF MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. PLEASE CONSULT YOUR PHYSICIAN OR A REGISTERED DIETITIAN IF YOU HAVE ANY QUESTIONS ABOUT YOUR DIET, MEDICAL CONDITION, OR THE INFORMATION PRESENTED HEREIN. Never disregard professional medical advice or delay in seeking it because of something you have read on this site.

## **DISCLAIMER OF WARRANTIES**

OUR SITE AND ALL CONTENT AND SERVICES INCLUDED ON OR AVAILABLE THROUGH OUR SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE. YOU AGREE THAT YOUR USE OF OUR SITE IS AT YOUR SOLE RISK. DPF AND ITS SUBSIDIARIES, PARTNERS, AGENTS, AFFILIATES, LICENSORS AND ADVERTISERS (THE "DPF PARTIES") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR INFORMATIONAL CONTENT. ALTHOUGH WE INTEND THAT THE CONTENT OF OUR SITE BE ACCURATE, COMPLETE, AND CURRENT, WE MAKE NO WARRANTY: (I) THAT USE OF OUR SITE OR ANY CONTENT HEREIN (INCLUDING ANY SOFTWARE) WILL BE UNINTERRUPTED, TIMELY, ACCURATE, SECURE OR ERROR FREE; (II) THAT OUR SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (III) THAT ANY ERRORS ON OUR SITE WILL BE CORRECTED; OR (IV) THAT THE SERVERS ON WHICH OUR SITE AND CONTENT ARE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

## **LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL ANY DPF PARTY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, REVENUE, OR BUSINESS INTERRUPTION, OR LOSS OF COMPUTER PROGRAMS OR INFORMATION ARISING FROM (I) YOUR USE OF OR INABILITY TO USE OUR SITE, (II) CONTENT AND/OR SERVICES INCLUDED ON OR AVAILABLE THROUGH OUR SITE, (III) errors or inaccuracies contained on this Site or any products, information, and related graphics obtained through this Site; (IV) any property damage including damage to your mobile device or computer system caused by viruses or other harmful components, during or on account of access to or use of this Site or any site to which it provides hyperlinks; and (V) any damages otherwise arising out of the use of this Site.

## **EXCLUSIONS AND LIMITATIONS**

Some jurisdictions do not permit the exclusion of certain warranties or the limitation or exclusion of liability. Therefore, the above disclaimer of warranties and/or limitation of liability may not apply to you. IN SUCH JURISDICTIONS, DPF'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

## **INDEMNIFICATION**

You agree to defend, indemnify and hold each of the DPF Parties and their respective officers, directors, shareholders, agents and representatives harmless from and against any and all claims, demands, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from your breach of your agreements under these Terms and Conditions, any warranty you provide herein, or otherwise arising in any way out of your use of this Site. You agree to cooperate fully with DPF in asserting any available defenses in connection with a claim subject to indemnification by you under these Terms and Conditions.

## **TERMINATION/MODIFICATION**

DPF may terminate, change, suspend or discontinue any aspect of the DPF Site, including the availability of any features of the Site, at any time. DPF may also impose limits on certain features and services or restrict your access to parts or to the entire website without notice or liability. DPF may terminate the authorization, rights and license given herein.

## **INTERNATIONAL USE**

We make no representations that the Content on our Site is appropriate or available for use in locations outside the United States. Those who choose to access our Site from locations outside the United States do so at their own initiative and are responsible for complying with all local laws and regulations regarding online conduct and acceptable content.

## **GOVERNING LAW AND FORUM FOR DISPUTES**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California. You agree to submit to the exclusive jurisdiction of the federal, state, and local courts located within the State of California, County of Los Angeles.

## **MISCELLANEOUS**

All of these Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be modified or eliminated to the minimum extent necessary and the remaining provisions shall be enforced. These Terms and Conditions constitute the entire agreement between the parties hereto, and supersede any other agreement, promise, or practice between the parties relating to the subject matter hereto. We reserve the right to terminate your access to and ability to use our Site (or any portion thereof), at any time (with or without notice). No waiver by either party of any right hereunder shall constitute a waiver of this or any other right.

## **COPYRIGHT NOTICE**

DPF respects the intellectual property rights of others. Pursuant to Title 17 U.S.C. § 512, as amended by Title II of the Digital Millennium Copyright Act (the "Act"), DPF has implemented procedures for receiving written notification of claimed copyright infringements and for processing such claims in accordance with the Act. To file a copyright infringement notification with us, you will need to send a written communication that includes substantially the following (please consult your legal counsel or see the Act to confirm these requirements):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work that you believe to be infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site. Please describe the work and where possible include a copy or the location (e.g., URL) of an authorized version of the work.

3. Identification of the material that you believe to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material. Providing URLs in the body of your notice is the best way to help us locate content quickly.
4. Your name, address, telephone number, and, if available, an email address at which you may be contacted.
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you, the copyright owner, your agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you, as the complaining party, are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Such written notice should be sent to our designated agent as follows:

[copyright@doleintl.com](mailto:copyright@doleintl.com)

Dole Packaged Foods, LLC 3059 Townsgate Road, Suite 400  
Westlake Village, California 91361

Please keep in mind: Under Section 512(f) any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

## CONTACT INFORMATION

If you have questions or comments about these Terms and Conditions or our privacy practices, or if you wish to review or amend any personally identifiable information you have provided, you can contact us at: Dole Packaged Foods, LLC

3059 Townsgate Road, Suite 400  
Westlake Village, California 91361  
Attention: Consumer Center  
Phone: 1-800-232-8888  
E-Mail: [Dole.Consumer.Center@doleintl.com](mailto:Dole.Consumer.Center@doleintl.com)

Download the Terms and Conditions PDF [here](#).

## COUNTRY SPECIFIC TERMS

If you live in any of the following countries, additional terms may apply to you. These additional terms override any inconsistency in the above Global Terms and Conditions.



## SINGAPORE

You confirm that the provisions of the **Internet Code of Practice** is applicable to your use. You accordingly confirm that you have reviewed the provisions thereof and, to the extent required, confirm your acceptance, compliance and approval thereof.

## THAILAND

Purchase Terms and Conditions – [Thai language version](#)

Purchase Terms and Conditions – [English language version](#)

## FRANCE

These Local Terms and Conditions for France are subject to the Terms and Conditions, but define specific conditions for the Use of the Site, including the Dole Procurement Portal, for France. Therefore, your use of the Procurement Portal is subject to the below additional Local Terms and Conditions, which shall override any inconsistent terms in the Terms of Use. By using this Portal, you agree to be bound by such additional Local Terms and Conditions.

### Definitions

- **Data protection laws:** applicable laws relating to the protection of personal data, which include, but are not limited to, EU Regulation 2016/679 of 27 April 2016 (“General Data Protection Regulation” or “GDPR”) and French law n° 78-17 du of 6 January 1978 as amended by French Law N° 2018-493 of 20 June 2018 or any other data protection subsequent laws.
- **Site:** Dole’s website, which is available here for EU users:
- **The Procurement Portal:** tool available on the Site and notably dedicated to the collaborative management of purchases, offered by the Dole Purchasing Department. The Procurement Portal is available here, is included, and is deemed to be part of the Site.

## 1. PRIVACY

This section is amended as follows for France:

We are committed to respecting your privacy and protecting your personal data as defined under the GDPR. Any information we may collect regarding users of our Site is subject to the [Dole Packaged Foods Europe General Privacy Policy](#) which addresses and details the collection and processing of personal data in the European Union.

The use of the **Dole Procurement Portal** included in the Site is subject to the Dole Privacy Policy, which describes the collection and processing of personal data and applies generally to your use of the Site. With regard to the use of the Dole Procurement Portal, DPF may collect and process your personal data for the purposes of accessing and using the portal and notably for managing orders and deliveries, paying invoices, or responding to requests for proposal. DPF will only collect personal data that is necessary for these purposes.

The personal data collected on the Dole Procurement Portal is retained for the duration of your account on the Procurement Portal. It may be transferred to the DPF's parent companies under the conditions specified in the Privacy Policy and is subject to measures that guarantee a sufficient level of protection under data protection laws.

You have a right to inquire about, access, rectification, erasure and portability all of your data at any time, and to object to their processing in connection with the use of the Procurement Portal. You can exercise these rights by sending an e-mail at the following email address: [privacy.officer@doleintl.com](mailto:privacy.officer@doleintl.com), or by using the following coordinates: Weena 200, Unit 2.A, Rotterdam, Netherlands, 3012NJ.

## 2. YOUR USE OF THE SITE: RULES OF CONDUCT

This Section is amended as follows for France: By using our Site, Participant accepts the following rules of conduct:

- Participant will not post to or transmit through our Site any unlawful material, including but not limited to any threatening, harmful, defamatory, obscene or pornographic material; material that is fraudulent or contains false, deceptive, or misleading statements, claims, or representations; or any material that violates local law or regulation, or would give rise to civil or criminal liability.
- Participant shall not use our Site to post, upload, or otherwise make available any material protected by a proprietary right, including but not limited to copyright and/or trademark or other third-party right without express written permission of the owner of such right.
- Participant shall not use the Site in any manner which could damage, disable, overburden, or impair or otherwise interfere with the use of this Site or the hardware, software, networks, systems, technology, and facilities upon and within which it operates ("Infrastructure"), or other users' laptops, desktop or mobile devices, or cause damage, disruption or limit the functioning of any software, hardware, or telecommunications equipment.
- Participant shall not attempt to gain unauthorized access to this Site, any related website, other accounts, computer system, or networks connected to this Site, through hacking, password mining, or any other means.
- Participant shall not obtain or attempt to obtain any materials or information through any means not intentionally made available through this Site, including

harvesting or otherwise collecting information about others such as email addresses.

Participants shall be solely responsible for any material that they maintain, transmit, download, view, post, distribute (“Participant Material”) or otherwise make available using the Site or Infrastructure. Participants shall cooperate with DPF in investigating and correcting any apparent breach of these Terms and Conditions.

In the event that DPF becomes aware of any such Participant Material or of any activity engaged in by Participant that may violate these Terms and Conditions and/or expose DPF to civil or criminal liability, DPF reserves the right to investigate such material, block access to such material and suspend or terminate any features of or Content on the Site without liability in accordance with applicable law. DPF may also, at any time and without prior notice, interrupt temporarily or permanently the access to the Procurement Portal in case of non-compliance by the Participant of these Terms and Conditions or abnormal use from the Participant, for any other reasons, such as for the purposes of maintenance, updating, removal or modification of the Procurement Portal. DPF will have no obligation to justify a suspension or interruption of access to the Procurement Portal and will not be held liable for possible consequences relating to such a suspension or interruption of access.

DPF further reserves the right to cooperate with legal or regulatory authorities and third parties in investigating any alleged violations of these Terms and Conditions, including disclosing the identity of any Participant that DPF believes is responsible for such violation in accordance with data protection laws and only upon official request of the legal or regulatory authority. Dole also reserves the right to implement technical mechanisms to prevent violations of these Terms and Conditions. Nothing in these Terms and Conditions shall limit in any way DPF’s rights and remedies at law or in equity that may otherwise be available.

### **3. DISCLAIMER OF WARRANTIES**

The Section is amended as follows for France:

OUR SITE AND ALL CONTENT AND SERVICES INCLUDED ON OR AVAILABLE THROUGH OUR SITE ARE PROVIDED “AS IS” AND “AS AVAILABLE” FOR YOUR USE. THE DPF PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR INFORMATIONAL CONTENT. ALTHOUGH WE INTEND THAT THE CONTENT OF OUR SITE BE ACCURATE, COMPLETE, AND CURRENT, WE MAKE NO WARRANTY OR REPRESENTATION: (I) THAT USE OF OUR SITE OR ANY CONTENT HEREIN (INCLUDING ANY SOFTWARE) WILL BE UNINTERRUPTED, TIMELY, ACCURATE, OR

ERROR FREE; (II) THAT OUR SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (III) THAT THE SERVERS ON WHICH OUR SITE AND CONTENT ARE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

#### **4. LIMITATION OF LIABILITY**

The Section is amended as follows for France:

SUBJECT TO APPLICABLE LEGAL OR COUNTRY STATUTORY PROVISIONS, NONE OF THE DPF PARTIES SHALL BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, REVENUE, OR BUSINESS INTERRUPTION, OR LOSS OF COMPUTER PROGRAMS OR INFORMATION ARISING FROM (I) YOUR ACCESS OR USE OF OR INABILITY TO USE OUR SITE, (II) CONTENT AND/OR SERVICES INCLUDED ON OR AVAILABLE THROUGH OUR SITE, (III) ERRORS OR INACCURACIES CONTAINED ON THIS SITE OR ANY PRODUCTS, INFORMATION, AND RELATED GRAPHICS OBTAINED THROUGH THIS SITE; (IV) ANY PROPERTY DAMAGE INCLUDING DAMAGE TO YOUR MOBILE DEVICE OR COMPUTER SYSTEM CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS OR FAILURES OR DYSFUNCTIONS OF YOUR INTERNET NETWORK, DURING OR ON ACCOUNT OF ACCESS TO OR USE OF THIS SITE OR ANY SITE TO WHICH IT PROVIDES HYPERLINKS; (V) ANY MISUSE OR FRAUDULENT USE BY A THIRD PARTY OF THE PARTICIPANT'S LOGIN AND/OR PASSWORD; AND (VI) ANY DAMAGES OTHERWISE ARISING OUT OF THE USE OF THIS SITE SUCH AS DIFFICULTIES IN THE ACCESS OR USE OF THE PROCUREMENT PORTAL. IN ADDITION, NONE OF THE DPF PARTIES SHALL BE HELD LIABLE IN ANY EVENT OF "FORCE MAJEURE" AS DEFINED AND RECOGNIZED BY FRENCH LAW.

#### **5. GOVERNING LAW AND JURISDICTION**

The Section is amended as follows for France:

These Terms and Conditions shall be governed by and construed in accordance with the laws of France. Except where prohibited and without limitation to any statutory rights for consumers, you agree that all disputes, claims and legal proceedings directly or indirectly arising out of or relating to these Terms and Conditions and the Site that are not resolved between the Participant and Dole in an amicable manner shall be referred to the jurisdiction of the competent French Courts.

#### **6. COPYRIGHT NOTICE**

The following Section is amended as follows for France:

DPF respects the intellectual property rights of others. DPF has implemented procedures for receiving written notification of claimed copyright infringements. You will need to send a letter with acknowledgement of receipt that includes substantially the following (please consult your legal counsel to confirm these requirements):

1. Date of the notification.
2. If the claimant is a natural person: name, surname, profession, address, nationality, place and date of birth;
3. If the claimant is a legal person: name, legal form, registered office and the entity representing it for legal purposes;
4. Name and address of the recipient, or if a legal person, its name and registered office;
5. A description of the facts at issue;
6. The grounds on which the content should be withdrawn, including relevant legal provisions and justification of facts; and
7. A copy of the correspondence sent to the author or editor of the litigious information or activity requesting their interruption, withdrawal or modification or an explanation that the author or editor could not be contact.”

Such letter with acknowledgment of receipt should be sent to our designated agent as follows:

[copyright@doleintl.com](mailto:copyright@doleintl.com)

## **7. CONTACT INFORMATION**

The following Section is amended as follows for France:

If you have questions or comments about these Terms and Conditions or our privacy practices, or if you wish to review or amend any personal data you have provided, you can contact our Data privacy officer at:

- [privacy.officer@doleintl.com](mailto:privacy.officer@doleintl.com)
- Weena 200, Unit 2.A, Rotterdam, Netherlands, 3012NJ

**United States**

- 1. Privacy.** For users of the Site residing in the United States, the privacy policy for [Dole Packaged Foods, LLC](#) shall apply with respect to DPF's privacy practices for your personal data.
- 2. Accounts.** Certain features of the Site require you to create an account using a unique username and password ("Login Credentials"). In addition, accounts and/or certain features of the Site (for example, RFPs, RFQs and E-Auctions) may be limited to Participants who are invited by DPF to participate. You agree that DPF has the right to deny or reject any request to establish an account, provide access to the Site and/or use certain Site features.
- 3. Account Security.** You are responsible for maintaining the confidentiality of your Login Credentials and agree to promptly notify DPF in writing of any unauthorized use of your Login Credentials and/or account. You are not permitted to share or disclose Login Credentials with third parties, unless approved by DPF. You acknowledge that you are responsible for all uses of and activities undertaken under your Site account and/or Login Credentials. You further acknowledge that DPF will not be liable to you or any other party for any misuse or fraudulent use of your Login Credentials and/or account.
- 4. Confidentiality.** Any information relating to DPF that we provide or make accessible to you in connection with the Site that is not known to the general public or that reasonably should be considered to be confidential is DPF's "confidential information" and will remain DPF's exclusive property. You will use confidential information only to the extent reasonably necessary for your permitted use of the Site and ensure that all persons or entities who have access to such confidential information in connection with your account will be made aware of and will comply with the obligations in this provision. You will not disclose such confidential information to any third party (other than your affiliates bound by confidentiality obligations) and you will take all reasonable measures to protect such confidential information against any unauthorized use or disclosure.

Unless separately agreed to in writing by DPF, you acknowledge and agree that your RFP, RFQ and/or other E-Sourcing Submissions are not considered confidential information and will not be treated as confidential by DPF. You acknowledge and agree that DPF may use your RFP, RFQ and/or other E-Sourcing Submissions, including any information and data contained therein, for any lawful purpose.

- 5. No Obligation.** You acknowledge and agree that establishing an account, submitting a RFP, RFQ or other E-sourcing Submission and/or any other activity taken on the Site does not and will not create any legal, binding or other obligation for DPF.