

New Leaf Community Markets Vendor Portal Terms of Use

Last Updated: February 13, 2024

These Terms of Use (“**Terms**”) apply to your access to and use of the New Leaf Community Markets, Inc. [vendor portal](#) (the “**Portal**”). By accessing and using the Portal, including clicking the “Register” or “Sign-In” button, you agree to be bound by these Terms and all terms incorporated by reference. Do not access or use the Portal if you do not agree to all of the provisions contained in these Terms. The Portal is owned and provided by New Leaf Community Markets, Inc. and its affiliated companies (collectively, “**New Leaf**,” “**we**,” “**our**,” or “**us**”). These Terms supplement but do not alter in any way the terms or conditions of any other agreement you may have with us or affiliates and those terms or conditions take precedence in the event these Terms conflict, unless expressly stated otherwise in the other terms.

New Leaf reserves the right to change or modify these Terms at any time and in our sole discretion. If we make changes to the Terms, we will notify you by revising the date at the top of the Terms.

We describe in our [Privacy Policy](#) our privacy practices and certain rights you may have under applicable law. Our website [Terms of Use](#) also apply to your access to and use of the Portal. You acknowledge and agree that you reviewed our Privacy Policy and website Terms of Use. Our Privacy Policy and website Terms of Use shall be deemed attached hereto and incorporated into these Terms by reference.

1. Eligibility and Credentials

The Portal is made available only to vendors that we have approved (“**you**” or “**your**”). In order to access and use the Portal, you will be provided, or be prompted to create, a unique username and password (“**Credentials**”). You may use your Credentials solely for the purposes set forth in Section 2, as applicable. Further, you shall: (a) maintain the security and confidentiality of your Credentials and not share them with any third party; (b) promptly notify New Leaf if you discover or otherwise suspect any security breaches, unauthorized access, loss, or misuse related to your Credentials or the Portal; (c) take sole responsibility for all activities, including any breaches of security caused by your failure to maintain the confidentiality of your Credentials, that occur using your Credentials and accept all risks of unauthorized access; and (d) you will not sell, transfer, or assign your Credentials. New Leaf reserves the right to revoke your Credentials and/or access to the Portal at any time without prior notice.

2. Intellectual Property and Licenses

Subject to these Terms, New Leaf hereby grants you a revocable, limited, non-sublicensable license to access and use the Portal for the purpose of selling products to New Leaf.

The licenses granted herein are subject to these Terms and, except as expressly set forth in these Terms, do not include the rights to:

- resell, redistribute, sub-license or use the Portal for any purpose other than those set forth in this Section 2, as applicable;
- distribute, publicly perform or publicly display the Portal;
- modify or otherwise make any derivative uses of the Portal;
- use any data mining, robots or similar data gathering or extraction methods;
- download any portion of the Portal, except as expressly permitted by us; or
- use the Portal other than for its intended purposes.

Any use of the Portal other than as specifically authorized in this Section 2, without our prior written permission, is strictly prohibited and will automatically terminate the license granted herein and revoke access. Such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws and applicable communications regulations and statutes. The licenses granted in this Section 2 are revocable at any time.

Unless otherwise indicated, all content and other materials in the Portal, including, without limitation, our logos, slogans, product and services names, designs, text, graphics, pictures, information, data, software, sound and video files, and other materials available in the Portal, and the selection and arrangement therefore, are the confidential and proprietary property of New Leaf or our licensors and are protected by U.S. and international copyright laws (collectively, "**Content**"). Except for the limited licenses granted in this Section 2, nothing in these Terms will be construed as conferring any license to the Portal, or any intellectual property rights to any of the foregoing, whether by estoppel, implication or otherwise.

You agree to not copy, reproduce, transmit, sell, display, distribute, publish, broadcast, circulate, modify, disseminate, commercially exploit such Content in any manner; use such Content for any unlawful purpose without our prior written consent; or share such Content with third parties except with New Leaf's authorized written consent.

3. Acceptable Use Policy

You shall use the Portal in compliance with all applicable federal, state and local laws, including but not limited to those that relate to the privacy and security of personal information, as well as any applicable export or import laws and regulations. You shall also use the Portal in compliance with any of New Leaf's policies for vendors, if applicable. You shall abide by these Terms and shall not:

- Use the Portal in any manner that could interfere with, disrupt, negatively affect or inhibit other users from using the Portal, or that could damage, disable, overburden or impair the functioning of the Portal in any manner;
- Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Portal or to extract data;
- Reverse engineer any aspect of the Portal or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Portal;
- Modify, adapt, hack or emulate the Portal;
- Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of the Portal that you are not authorized to access;
- Develop any third-party applications that interact with the Portal without our prior written consent;
- Engage in fraudulent or dishonest activities in connection with the Portal; or
- Use the Portal for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity or any other activity that violates these Terms.

4. Indemnification

You agree to defend, indemnify and hold harmless New Leaf and our affiliates, independent contractors, service providers and consultants, and our and their respective directors, officers, employees and agents (collectively, the “***New Leaf Parties***”) from and against any and all actual or threatened suits, actions, proceedings (at law or in equity), claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys’ fees) arising out of your use of the Portal and/or related to your alleged breach of these Terms. You will consult and cooperate with us in connection with the defense and any settlement of any claim subject to this section and shall not settle or compromise any claim without our prior written consent.

5. User Information

You represent and warrant that the information or documents you provide through the Portal are true and correct. You agree that you are solely responsible for the accuracy and content of all information you provide (including personal information), and you agree to keep it up to date. If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide is false, inaccurate, outdated, or violates these Terms, we may suspend or terminate your access to and use of the Portal in accordance with Section 9.

6. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (A) THE PORTAL, INCLUDING, BUT NOT LIMITED TO, OUR SYSTEM, CONTENT, SOFTWARE, AND FUNCTIONS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED; (B) WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE PORTAL; AND (C) WHILE WE ATTEMPT TO MAKE YOUR ACCESS TO AND USE OF THE PORTAL SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE PORTAL OR OUR SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS INCLUDING THAT MAY BE USED TO ACCESS, DELETE, DAMAGE, CORRUPT, DISABLE, DISRUPT OR OTHERWISE IMPEDE IN ANY MANNER THE OPERATION OF THE PORTAL OR ANY OF YOUR SOFTWARE, HARDWARE, DATA OR PROPERTY, AND THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD.

WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT ACCESS TO AND USE OF THE PORTAL WILL BE UNINTERRUPTED, TIMELY, SECURE, COMPLETE, OR ERROR-FREE.

7. Limitations of Liability

7.1 Disclaimer of Consequential Damages. IN NO EVENT WILL NEW LEAF OR THE NEW LEAF PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED TO THE USE OF OR INABILITY TO USE THE PORTAL, INCLUDING WITHOUT LIMITATION, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY YOU ON ANY INFORMATION OBTAINED FROM US, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO OUR RECORDS, PROGRAMS, OR PORTAL, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 Limitation on Direct Damages. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF NEW LEAF AND THE NEW LEAF PARTIES, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE PORTAL EXCEED \$100.

8. Governing Law and Venue

These Terms and your access and use of the Portal will be governed by and construed and enforced in accordance with the laws of California, without regard to conflict of law rules or principles. The federal and state courts located in Santa Cruz county, California have exclusive jurisdiction and venue over any dispute that arises out of or is in any way connected to these

Terms and your access and use of the Portal. You irrevocably consent to jurisdiction for all such matters in such courts.

9. Suspension and Termination

We reserve the right, without notice and in our sole discretion, to suspend or terminate your right of access to and use of the Portal at any time.

10. Severability

If any provision or part of a provision of these Terms is deemed unlawful, void or, for any reason, unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

11. Entire Agreement

These Terms constitute the entire agreement between you and New Leaf relating to your access to and use of the Portal and supersede any prior and contemporaneous agreement, understanding or representation of any kind preceding the date of these Terms.

If you have any questions about these Terms, please contact us at info@newleaf.com.