

TERMS OF SERVICE

Updated March 1, 2020

Welcome to the King's Seafood Company website (the "Site"). The Site is operated by King's Seafood Company, LLC ("Company," "we," or "us"). By accessing or using the Site you signify that you have read, understand and agree to be bound by these Terms of Service ("Terms of Service"), regardless of whether you are a registered user of the Site. If you do not agree to these Terms of Service, then do not use the Site.

These Terms of Service are effective as of the date posted above and we will not be bound by any additional or different terms on other documents that are inconsistent with these terms. We may modify or update these Terms of Service at any time by posting the amended terms on the Site and such terms shall be effective for all use of the Site and any services or information offered on the Site ("Services") once they are posted. Your continued access of the Site and/or use of the Services provided on the Site following the posting of any additional or different terms in the Terms of Service constitutes your acceptance of those additional or different terms. We, in our sole discretion, may also add, delete or change some or all of the features of the Site or Company's Services at any time.

These Terms of Service govern your access and use of the Site and all content, services and/or products provided through the Site. Please read these Terms of Service carefully before using the Site. If you violate any of these Terms of Service (which include by reference Company's Privacy Policy [https://assets.website-files.com/5917f85173ec360b06781b7f/5e9630d39bac7c1feeb13427_Privacy%20Policy%203.1.2020.pdf]), or otherwise violate an agreement between you and us, we may terminate your registration, delete your profile and any information that you have posted on the Site and/or prohibit you from using or accessing the Site (or any portion, aspect or feature of the Site), at any time in its sole discretion, with or without notice.

As used herein, "User" or "Users" means anyone who accesses and/or uses the Site.

1. Description of the Services

Subject to the terms and conditions specified herein, the Site offers Users information regarding us and our Services and provides information regarding Company. The Site also offers Users the possibility of applying to join our team and accessing our social media sites.

2. Collection of Personal Data

Certain of our Services, including signing up for updates regarding the Services, require Users to provide personal data, as detailed in our Privacy Policy. If you wish to obtain information regarding the Services or to join our team, we may direct you away from the Site to a third-party site.

You agree by providing personal data to us or through a third-party site: (i) to these Terms of Service; (ii) to provide true, accurate, current and complete information; (iii) to maintain and promptly update the information to keep it true, accurate, current and complete; (iv) for security reasons, to maintain the confidentiality of personal data; (vi) to ensure that you properly exit from your account at the end of each session and to immediately notify Company of any unauthorized use of your account or any other breach of security; and (vii) to take full responsibility for all activities that occur under any customer account created for your use.

Company is not responsible for any loss or damage arising from your failure to comply with the foregoing requirements. If you provide any information that is untrue, inaccurate, not current or incomplete, or to which you do not have rights, or if Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Company may suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

3. Eligibility

This Site is intended solely for Users who are adults over the age of majority in their place of residence and any registration by, use of or access to the Site by anyone who is not over the age of majority is unauthorized, unlicensed and in violation of these Terms of Service. By using the Service or the Site, you represent and warrant that you are over the age of majority and that you agree to and abide by all of the terms and conditions of these Terms of Service. If you violate any of these Terms of Service, or otherwise violate an agreement between you and us, or for any other reason, Company may terminate your registration and any information that you have posted on the Site and/or prohibit you from using or accessing the Services or the Site (or any portion, aspect or feature of the Service or the Site), at any time in our sole discretion. You agree that Company will not be liable to you or any third party for any termination of your access and/or membership.

4. Proprietary Rights

Company retains all right, title and interest in and to the Services, as well as all data, information, content and materials provided on the Services. Company further retains all right, title and interest in and to the business processes, procedures, methods and techniques used within the Services and all patent rights, copyright rights, trademark rights, trade secret rights and other intellectual property and proprietary rights therein existing anywhere in the world ("Intellectual Property") to such Services. All content on the Site, including but not limited to designs, text, graphics, pictures, video, information, software, music, sound and other files, and their selection and arrangement (the "Site Content"), are our proprietary property with all rights reserved. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without our prior written permission. Such unauthorized use may also violate applicable laws

including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Service shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise.

5. Content of Site and Products

We are not responsible if information on the Site is not accurate, complete or current. Any reliance on the material on this site is at your own risk. We shall not be liable to you or to any third-party for any modification, suspension or discontinuance of the Service.

Information on the Site may contain typographical errors, inaccuracies or omissions. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information if any information on the Site is inaccurate at any time without prior notice.

We undertake no obligation to update, amend or clarify information on the Site, except as required by law. No specified update to the Site should be taken to indicate that all the information in the Site has been modified or updated.

6. Content Submitted by Users

By providing information through the Site or social media links on the Site, including any product reviews, photographs, comments or other submissions ("Submission"), you certify that your Submission consists of original material to which you have all the rights; that your Submission does not violate the rights of any third party, including, without limitation, copyright, trademark, patent, privacy or any rights creating claims for idea misappropriation or the right of publicity; that your Submission does not contain any material that is abusive, vulgar, threatening, harassing, libelous, defamatory, obscene or that is known to be false; and that your Submission does not include any private or personally identifiable information regarding any third party.

You further acknowledge that your Submission becomes the exclusive property of Company; that any Submission will not be returned or kept confidential; that Company is not obligated to use or pay you for the Submission; that Company may publish the Submission in perpetuity in all markets worldwide and in any and all media now know or hereafter discovered, including the Site; that Company may edit or remove content that we determine in our sole discretion is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Services; that the Submission may be edited for length, clarity and/or functionality; that we may display your name in conjunction with the Submission; and that your Submission may be shared with legal authorities if Company believes it is warranted or pursuant to a verified request.

7. Prohibited Conduct

You agree to use the Site and Service only for purposes that are legal, proper and in accordance with these Terms of Service and any applicable law, rules or regulations. You may not:

- use the Service in any manner that could damage, disable, overburden, or impair the Service, or interfere with any other party's use and enjoyment of the Service;
- attempt to gain unauthorized access to the Site, the Service, or the computer systems or networks connected to the Service through hacking, password mining or any other means;
- create user accounts by automated means or under false or fraudulent pretenses;
- transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature;
- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- upload, post, email or transmit, or otherwise make available through the Service any inappropriate, defamatory, infringing, obscene, or unlawful content;
- upload, post, email or transmit, or otherwise make available through the Service any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party, unless you are the owner of such rights or have the permission of the owner to post such content;
- upload, post, email or transmit, or otherwise make available through the Service any materials that promote pyramid schemes, chain letters or disruptive commercial messages or advertisements, or anything else prohibited by law;
- run Mail list, Listserv, or any form of auto-responder or "spam" on the Service;
- use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site, including to engage in the practices of "screen scraping," "database scraping" or any other activity with the purpose of obtaining content or other information;
- interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service, including to utilize framing techniques to enclose any Content or other proprietary information, place pop-up windows over the Site's pages, or otherwise affect the display of the Site's pages;
- impersonate another person or entity, or falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of any materials;
- remove any copyright, trademark or other proprietary rights notices contained in or on the Service;

- use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Service or collect information about its Users for any unauthorized purpose;
- submit content that falsely expresses or implies that such content is sponsored or endorsed by Company, any of its affiliates or any third parties;
- use the Service for any illegal or unauthorized purpose (including, without limitation, in violation of any United States federal and state laws or regulations, or equivalent laws or regulations in foreign jurisdictions);
- promote or provide instructional information about illegal activities or promote physical harm or injury against any group or individual;
- share or disclose with anyone any information obtained through the Service about any investment offerings; or
- use the Service for any commercial purpose whatsoever other than for your personal use.

8. Linked Sites

The Site may contain links to other Internet Sites, applications and resources. Links found on the Site may let users leave the Site and go to sites operated by parties other than Company. Company does not endorse, and is not responsible or liable in any way for, any content, advertising, services or goods on or available from such sites, applications or resources. The linked sites are not under the control of Company and we are not responsible for the contents of any linked site or any link contained in a linked site that is not owned and operated by Company, or any changes or updates to such sites. Such links to sites maintained by third parties do not constitute an endorsement, guaranty, or warranty by Company, or any of its affiliates, of any third party or their content, nor the existence of a partnership, joint venture, agency, or other relationship between Company, or any of its affiliates, and any linked third party or their content. Company does not assume any responsibility or liability for the actions, products, content and/or information of these and other third parties and/or their sites. Third parties' sites are not subject to our Terms of Service and Privacy Policy. You should carefully review their privacy statements and other conditions of use.

9. Disclaimers

You understand that the processing and transmission of communications relating to the use of the Site or the Services, including your data, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting to various networks or devices. Therefore, you agree that Company will not be liable for the timeliness, deletion, mis-delivery or failure to store any data, information or content transmitted by you through the Site.

COMPANY PROVIDES THE SITE AND THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OR CONDITION, EXPRESS OR IMPLIED. TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW,

COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Company makes no representation or warranty that (i) the Site or the Services will meet your expectations or requirements, (ii) the Site or the Services will be uninterrupted, timely, accurate, secure, complete or error-free, (iii) any results or information that may be obtained from the use of the Site or the Services will be accurate, timely, complete or reliable and (iv) any errors in any software used on the Site or in connection with the Services will be corrected. Operation of the Site may be interfered with by numerous factors outside of Company's control including, but not limited to, telecommunications network disruptions. Company is not responsible and will have no liability for any failures of the Internet or any data or telecommunications equipment, system or network used in connection with the Site or the Services.

While we have endeavored to create a secure and reliable Site, Company is not responsible for the security of information transmitted via the Internet, the accuracy of the information contained on the Site, or for the consequences of any reliance on such information. You must make your own determination as to these matters. Company and its affiliates shall not be liable for damages as a result of any delay or other failure of performance due to causes beyond its reasonable control including, without limitation, acts of God, acts of customer or any of its representatives, acts of military or civil authorities, fire or other casualty, strikes, lockouts, weather, epidemic, war, riot, terrorism, telecommunications interruptions or computer viruses. The Site may be temporarily unavailable from time to time for maintenance or other reasons.

10. Limitation on Liability

IN NO EVENT SHALL COMPANY, ITS AFFILIATES OR ITS LICENSORS, TOGETHER WITH THEIR RESPECTIVE EMPLOYEES, AGENTS, DIRECTORS, OFFICERS AND SHAREHOLDERS, BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE) FOR (I) ANY LOST OR CORRUPTED DATA, LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (II) THE COST OF PROCURING SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS SHALL ONLY APPLY TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW, COMPANY'S AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AGGREGATE OF THE FEES PAID BY YOU OR YOUR COMPANY FOR THE SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT ANY CLAIM ARISES OR (B) \$100.

11. Indemnity

You agree to defend, indemnify and hold Company and its affiliates, together with their respective employees, agents, directors, officers and shareholders, harmless from and against all liabilities, losses, claims, damages, costs and expenses (including reasonable attorneys' fees and costs) arising out of (i) your use or misuse of the Site or the Services, (ii) your breach or alleged breach of these Terms of Service, and (iii) your violation of any law, rule, regulation or rights of others in connection with your use of the Site or the Services.

12. Termination

You agree that Company, in its sole discretion, for any reason, whether with or without cause or warning, and without liability to you, may issue a warning, temporarily suspend, indefinitely suspend, or terminate your account. In the event of termination of your account, Company may delete and/or store, in its discretion, data associated with your use of the Site. In the event of termination, Company has no further obligations to you.

13. Miscellaneous

This Agreement constitutes the entire agreement between you and Company with respect to your access and use of the Site and the Services and supersedes all prior and contemporaneous agreements between you and Company. If any of the provisions of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be construed in a manner consistent with applicable laws to reflect, as nearly as possible, the original intentions of the parties, and the remaining provisions shall remain in full force and effect. The failure of Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. The provisions of Sections 3-7, and 9-14 shall survive any termination of these Terms of Service.

This Site is targeted at and intended for visitors residing in the United States. Given the global nature of the Internet, however, the Site may be accessed by visitors residing outside of the United States. We make no representations or warranties that the Site is appropriate or available for use in countries outside of the United States. Visitors who choose to access the Site from outside of the United States do so at their own initiative and are not responsible for compliance with any and all local laws and regulations that may apply to such access.

The laws applicable to the interpretation of this Agreement shall be the laws of the State of California, and applicable federal law, without regard to any conflict of law provisions. You agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within the county of Orange County, California. You also agree that, in the event any dispute or claim arises out of or relating to your use of the Site or the Services, that you and Company will attempt in good faith to negotiate a written

resolution of the matter directly between the parties. You agree that if the matter remains unsettled for forty-five (45) days after notification (via certified mail or personal delivery) that a dispute exists, all parties shall join in mediation services in Orange County, California with a mutually agreed mediator to settle the dispute. Should you file any arbitration claims, administrative or legal actions without first having attempted to resolve the matter by mediation, then you will not be entitled to recover attorney's fees, even if you would otherwise be entitled to them.

14. Assignment.

Company may assign these Terms of Service at any time to a subsidiary or parent company or to a successor to its business as part of a merger or sale of substantially all of its assets. You may not assign or transfer these Terms of Service. If any provision of this Terms of Service is held to be unenforceable for any reason, the remaining provisions will be unaffected and remain in full force and effect.

For any questions or comments, or to report violations of this agreement, including receipt of spam from a user, contact Company at: contactus@kingsseafood.com with "Terms of Service" in the subject line of your email.