Mom's Meals Terms and Conditions

October 21, 2026

These Terms and Conditions ("Terms" or "Agreement") govern your access to and use of Purfoods, LLC d/b/a Mom's Meals' ("Mom's Meals") websites, including www.momsmeals.com and any other website that links to these Terms (collectively, the "Website") and Mom's Meals' mobile applications that link to these Terms (collectively, the "Mobile App"). The Website and Mobile App are collectively the "Digital Services." These Terms also govern food products, Gift Cards, or other items ("Products") and services obtained through or in connection with the Digital Services. These Terms do not apply to the limited extent that applicable laws or regulations prohibit the application of these Terms (or any part of them). **CAREFULLY READ ALL OF THESE TERMS AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS SUCH AS HOW YOU OBTAIN RELIEF, WHEN YOU CAN OBTAIN RELIEF, AND WHAT KIND OF RELIEF YOU CAN OBTAIN.**

You agree that by accessing or using Digital Services provided by or on behalf of Mom's Meals or its subsidiaries or other affiliates that link to or make available our Digital Services, you agree to be bound by these Terms and all of the terms incorporated by reference, including Mom's Meals' Privacy Policy, Notice of Privacy Practices, California Consumer Privacy Act policy, and Non-Discrimination/Grievance Policy. You also agree to these Terms by ordering, receiving, or using any Products or services offered by Mom's Meals through the Digital Services or through any third-party retailer, online platform such as Facebook®, Twitter® and LinkedIn®, or e-commerce platform, mobile application, blog, or other third-party channel (collectively, "Interactive Services"). The "Interactive Services" together with the Digital Services, Content, and Promotions (as those terms are defined below), are collectively referred to as the "Mom's Meals Offerings"). By using the Mom's Meals Offerings, you acknowledge that you have read, understood, and agree to be legally bound by this Agreement and have read and understand our Privacy Policy. Further, you agree to enter into a legally binding agreement with Mom's Meals. Please do not access or use the Mom's Meals Offerings if you are unwilling or unable to be bound by this Agreement. Mom's Meals reserves the right in its sole discretion to modify, suspend, or discontinue, temporarily or permanently, the Digital Services or the prices, delivery, or provision of the Mom's Meals Offerings at any time. Mom's Meals may terminate these Terms, your access to or use of the Digital Services, or your ability to order, receive, or use the Products at any time and for any or no reason at all. Mom's Meals may exercise such powers and rights without regard to any other part of these Terms, in Mom's Meals sole discretion, and without notice.

Third-Party Website Links, Services Software, and Communications.

The Digital Services may include links to third-party websites. Those websites are not under the control of Mom's Meals and Mom's Meals is not responsible for the content of any third-party websites and/or any links contained in the third-party websites. Mom's Meals is providing these links to the third-party websites to you only for your convenience and Mom's Meals is not responsible for any kind of loss or damage arising out it. The access to or any other act on such third-party website shall be entirely at your own risk.

Mom's Meals may from time to time contract with third-party vendors to work on its behalf to provide ads to Mom's Meals' website visitors via the Internet or to send direct mail or catalogs to website visitors whom Mom's Meals think may be interested in its products or services. In order to do so, these third parties may collect information concerning visitors to Mom's Meals' websites using JavaScript software code (which may include third party pixels from third party data partners to facilitate the matching of user IDs to postal names and addresses) and "cookies." A "cookie" is a small piece of data that is sent to your browser or mobile device by websites, mobile apps, and advertisements that you access or use. This "cookie" is stored on your computer or mobile device and helps websites and mobile apps to remember things about you to improve your experience with the website. Mom's Meals vendors may then connect the information that they collect from Mom's Meals' website using "cookies" to other sources of information, which may include your name and mailing address, for the purpose of sending you direct mail promotions. By using this site, you consent to these activities, including information collection by Mom's Meals' vendors. If you do not wish for cookies to be placed on your computer, most web browsers permit you to prevent that from taking place. Additionally, information about opting out of cookie-based Internet advertising can be found via the following links: http://optout.networkadvertising.org/#!/ and https://www.neustar.biz/privacy/opt-out. However, please keep in mind that cookies and similar technologies are an important part of how the website works; removing, rejecting, or limiting the use of cookies or other similar technologies might affect the availability and functionality of the website. To opt- out of receiving our direct mail promotions or catalogs, you may send us an email at contact@momsmeals.com , call us at 877-508-6667, or send a written request to 3210 SE Corporate Woods Drive, Ankeny, IA 50021. Mom's Meals will honor those requests, but please understand that it may take 30 days for such mailings to end.

THIS AGREEMENT LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

Mom's Meals may, in its sole discretion, correct any errors it notices on the Digital Services (including, but not limited to, incorrect pricing or incorrectly labelled Products). Mom's Meals' ability to correct errors, includes, but is not limited to, revising your order (such as charging the correct price) or cancelling your order and issuing any applicable refunds. You acknowledge and agree that sometimes Products or other information you receive vary from the description presented on the Digital Services or in other materials. This may happen due to a number of factors including, but not limited to, supply problems or changes, limitations in the manufacturing process, or

technological capabilities. There is no guarantee that any Product appearing on the Digital Services is available everywhere or available at all.

Mom's Meals may also change any and all Content on the Digital Services or change, suspend, or cancel access or functionality of the Digital Services or Products at any time. Mom's Meals has no obligation to provide you notice of such actions. Mom's Meals may make these decisions in its sole discretion. Mom's Meals further disclaims any warranty or representation that the Digital Services will be available.

1) Policies

Mom's Meals' Privacy Policy, Notice of Privacy Practices, and California Consumer Privacy Act policy contain information about how Mom's Meals collects, uses, protects, and discloses information about you as well as how you can get access to that information. Mom's Meals Non-Discrimination/Grievance Policy provides you notice on how Mom's Meals interacts with its clients and how you can alert Mom's Meals of issues. Mom's Meals may update or change these policies from time to time without notice to you. You are responsible for periodically reviewing these policies for updates or changes. By continuing to use the Digital Services you will be deemed to have agreed to and accepted any updates or changes.

2) Eligibility to Use Mom's Meals Digital Services

The Digital Services and the Products are intended for use by persons in the United States. By placing an order, you represent and warrant that you are: (1) legally capable of entering into these Terms; (2) 18 years old or older or the age of majority in your jurisdiction; and (3) a resident of the United States accessing the Digital Services from the United States. If you are using the Digital Services or ordering on behalf of any person or entity, you represent and warrant that you are authorized to accept these Terms on such person or entity's behalf and that such person or entity agrees to be responsible to Mom's Meals if you or such person or entity violates these Terms. The Mom's Meals Offerings are based and operated in the United States. We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Digital Services or the Content from outside of the United States, you do so on your own initiative and at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

3) Account and Consent to Communicate Electronically

It may be necessary for you to create an account with Mom's Meals in order to use certain features of the Digital Services, including but not limited to the meal order portal. By creating an account, you agree to (a) provide accurate, current, and complete account information, (b) maintain and promptly update your account information, (c) maintain the security of your account credentials, (d) be responsible for the acts or omissions of any third party who has authority to access or use the W Digital Services on your behalf, and (e) immediately notify Mom's Meals if you discover or otherwise suspect any security breaches related to the Digital Services or your

account. You agree that Mom's Meals may take actions it believes are reasonably necessary to address any suspected or actual fraud or abuse relating to the Digital Services or your account. These actions may include suspending or terminating your access to or use of the Digital Services or suspending or terminating your account. You agree to indemnify and hold harmless Mom's Meals for losses incurred by Mom's Meals or another party due to someone else using your account or password.

When you use the Digital Services or when you send e-mails, text messages, or other communications from your desktop, mobile device, or other electronic device to Mom's Meals, you may be communicating with Mom's Meals electronically. You consent to receive electronic communications from Mom's Meals, such as e-mails, texts, mobile push notification, notices posted on the Digital Services, messages on the Digital Services e, or through other electronic means. Mom's Meals encourages you to save copies of these communications. You agree that from time to time, you may receive carefully selected third party offers via email. You agree that all notices, disclosures, agreements, and other communications that we provide to you electronically satisfy any legal requirement relating to communications, such as a requirement that a communication be in writing.

Upon registration for an account, you will be asked to provide us with a telephone number at which we can reach you. That number is required for shipping and so that Mom's Meals or its designated representative can reach you with informational calls related to your transactions. If you choose to provide your email, mobile, home, or other phone number to Mom's Meals through the Digital Services or otherwise in connection with your order, receipt, or use of Mom's Meals' Products, you consent to receive emails, calls, or text messages to such email address or to such phone number sent by or on behalf of Mom's Meals, including pre-recorded or autodialed calls and/or text messages. The frequency of text messages that we send to you depends on your transactions with us and you expressly consent to receive text messages sent through an automatic telephone dialing system. All calls to and from Mom's Meals may be monitored or recorded for quality, training and/or compliance purposes. If you elect to receive text messages about your account, we may also send you promotional text messages and you expressly consent to receive recurring SMS text messages sent through an automatic telephone dialing system. This service is optional, and is not a condition of purchase. You can opt out of receiving SMS messages at any time by texting STOP in response. Message and data rates may apply. We will treat data collected through text messages in accordance with our Privacy Policy. All charges are billed by and payable to your wireless service provider. Please contact your wireless service provider for pricing plans and details. If you wish to opt out of such text messages, you may do so by following the "opt-out" instructions in the text message, or by editing your account settings. Message and data rates may apply. We will treat data collected through text messages in accordance with our Privacy Policy. You may also opt out of messages or calls by following the applicable unsubscribe instructions provided to you or by otherwise providing Mom's Meals with reasonable notice of your opt-out. Following such opt-out, you may continue to receive calls or messages for a short period of time while Mom's Meals processes your request. It is your responsibility to keep your account information, including your phone number, updated. Standard message and data rates applied by

your mobile phone carrier may apply to the text messages we send you. Please contact your mobile phone carrier for details.

4) Terms of Sale

a) Meal Orders.

These Terms apply to Products that you order through the Mom's Meals.

b) Third-Party Purchases.

Mom's Meals may offer Products through a thirty party. Your dealings with a third party are solely between you and that other party. Mom's Meals does not control or endorse another party. Mom's Meals also makes no representations or warranties regarding any other parties or what they sell. Those other parties may impose their own terms, policies, or processes. Your interaction with those parties and access or use of their websites and the products they offer is at your own risk.

c) Subscribe and Save Selection (Continuous Subscription).

Mom's Meals offers the option to select that your meal selection be automatically purchased and sent at your chosen frequency until you cancel your Subscribe and Save selection by providing Mom's Meals one (1) weeks' written notice or Mom's Meals ends the selection as provided in these Terms (the "Plan"). You also have the option to modify the meal selection items in your Subscribe and Save order by logging in to your account on the Digital Services or by calling 866-971-6667. **Mom's Meals must receive modifications for your order by 12:00 PM Central Standard Time (CST) one business day before the order is set to ship**.

The Subscribe and Save Plan is only available to customers shipping to addresses in the United States, and some orders may only be available for shipping within the forty-eight (48) contiguous US states.

Subscribe and Save discounts and any Subscribe and Save limited time special subscription promotions in effect apply only to eligible items displaying the offer message on the Subscribe and Save details page, and then only if you select the Subscribe and Save delivery method. Special limited time Subscribe and Save Plan promotions will only apply during their effective dates. Subscribe and Save Plan subscriptions are void where prohibited.

NOTE THAT BY SELECTING THE SUBSCRIBE AND SAVE OPTION, YOU ARE AGREEING: (1) TO PURCHASE THE SELECTED QUANTITY OF MEALS EACH WEEK UNTIL YOU GIVE MOM'S MEALS AT LEAST ONE (1) WEEK'S WRITTEN NOTICE OF CANCELLATION, MOM'S MEALS SUSPENDS OR STOPS YOUR ACCOUNT, MOM'S MEALS STOPS PROVIDING THE DIGITAL SERVICES OR RELEVANT CUSTOMER MEAL ORDER PORTAL, OR MOM'S MEALS TERMINATES

THESE TERMS, (2) THAT MOM'S MEALS, OR OUR THIRD PARTY PROCESSOR, MAY CHARGE YOUR ACCOUNT, CREDIT CARD, OR DEBIT CARD FOR THE PURCHASED MEALS (INCLUDING ANY APPLICABLE FEES AND TAXES), (3) MOM'S MEALS, IN ITS DISCRETION, MAY SUBSTITUTE MEALS AS NECESSARY, (4) YOU MAY CANCEL YOUR SUBSCRIBE AND SAVE PLAN AT ANY TIME WITH ONE (1) WEEK'S NOTICE BY EMAILING INFO@MOMSMEALS.COM, MANAGING YOUR ACCOUNT ON THE DIGITAL SERVICES OR CALLING 866-971-6667, (5) PRICING AND CHARGES MAY CHANGE AT ANY TIME (INCLUDING ANY CHANGES TO APPLICABLE DISCOUNTS), AND (6) YOUR CHANGING OF MEAL SELECTION OR OTHER CHOICES MAY CAUSE PRICING CHANGES, FEE CHANGES, AND DIFFERENT TAXES.

Mom's Meals may change the price of a Product or the Plan, introduce new Products or Plans, or remove Products from time to time, and will communicate any price or Plan changes to you in advance in accordance with the "notice" section of this Agreement (Section 22 below). Price and Plan changes will take effect as of the next billing period following the date on which we provided notice to you of the price or Plan change. By continuing to use the Mom's Meals service after the effective date of a price or Plan change, you indicate your acceptance of such price or Plan change. If you do not agree with a price or Plan change, you have the right to reject the change by cancelling your subscription(s) prior to the effective date of the price or Plan change. Please make sure that you read any notifications of price or Plan changes carefully.

You are fully responsible for all activities that occur under your account, and you agree to be personally liable for all charges incurred under your account based on your delivery status as of the specified deadline. Your liability for such charges shall continue after termination of this Agreement. Your participation in the Subscribe and Save Plan is personal to you, and you may not assign or transfer your Subscribe and Save Plan subscription or any of the benefits to any third party without the express written authorization of Mom's Meals.

If you wish to cancel or modify your subscription to a Subscribe and Save Plan, you can do so at any time as described in the "Cancel or Modify a Subscription" section below; however, except as otherwise noted below, any amounts charged to or paid by you prior to such cancellation or modification will not be refunded, and cancellations or modifications may not impact any order for which you have already been charged, depending on the status of the order.

Please note that you will still continue to receive promotional, advertisements, and other communications you have consented to if you cancel your Subscribe and Save option unless you opt out of your election to receive those communications as provided in those materials.

d) Cancel or Modify a Subscription

FOLLOWING YOUR PLAN SELECTION AND PLACEMENT AND RECEIPT OF

YOUR FIRST WEEKLY ORDER, YOU MAY CANCEL OR MODIFY A SUBSCRIPTION TO A PLAN AT ANY TIME ONLINE BY MANAGING YOUR ACCOUNT AT MOMSMEALS.COM, BY CALLING 866-971-6667, OR BY EMAILING US AT INFO@MOMSMEALS.COM).

TO AVOID BEING CHARGED FOR PLACED ORDERS THAT YOU NO LONGER WISH TO RECEIVE IN THE EVENT OF A SUBSCRIPTION CANCELLATION, YOU MUST CANCEL PRIOR TO THE DATE WHEN YOU ARE TO BE CHARGED FOR YOUR NEXT ORDER, WHICH IS EMAILED TO YOU EACH WEEK AND ALSO DISPLAYED ON DELIVERIES. THE CHARGE IS TYPICALLY 5 OR 6 DAYS BEFORE YOUR EXPECTED DELIVERY, DEPENDING ON YOUR SPECIFIED DEADLINE, BUT CAN VARY DEPENDING ON SHIPPING LENGTH AND OTHER FACTORS.

IF YOU CANCEL A SUBSCRIPTION TO A PLAN BEFORE RECEIVING YOUR FIRST ORDER, YOUR FIRST ORDER MAY OR MAY NOT BE CANCELLED AND RELATED AMOUNTS PAID MAY OR MAY NOT BE REFUNDED TO YOU, DEPENDING ON FACTORS INCLUDING THE STATUS OF YOUR MEALS IN OUR PRODUCTION PROCESS, AND ANY PROMOTIONS APPLIED. YOU WILL BE NOTIFIED AT THE TIME OF CANCEL IF ANY OF YOUR CHARGED ORDERS WILL BE CANCELLED AND REFUNDED. TO CONFIRM, EMAIL US AT INFO@MOMSMEALS.COM.

e) Food Substitution Policy

Although Mom's Meals takes every reasonable measure to have sufficient inventory to fill your order, availability of Product(s) may change without notice. Mom's Meals is not responsible for the unavailability of Product for any reason, whether discontinued or still in production.

In the completion of orders, Mom's Meals reserves the right to substitute a similar Product. Substituted food items may contain different ingredients and allergens than those in items originally ordered. **Prior to consumption, please be sure to carefully check all individual Product packages for the most updated information regarding ingredients and nutritional content for any/all of Mom's Meal's Products, including new and improved items, if you have any food allergies or if you are otherwise concerned about any particular ingredients.**

f) VHC Healthy Meals Benefit – California Residents Only

For certain qualified California residents, Mom's Meals may offer a program administered by Inland Empire Health Plan ("IEHP") whereby an eligible participant will be able to order Products through a weekly subscription at no charge to the participant (the "VHC Healthy Meals Benefit Program"). Upon qualification, VHC Healthy Meals Benefit Program participants will be required to create an account on the Digital Services, consistent with the terms of Section 3 above. Once the account has been created, IEHP, through its third party service providers, will set up a mobile wallet for each participant that is linked to their Mom's Meals Digital Services account. IEHP will load credits to the mobile wallet, allowing each participant to order Products available through the program on a weekly basis, at no cost to the participant, for as long as they remain an

eligible participant in the program. IEHP will be responsible for funding the wallet, and IEHP and its third party service providers will be solely responsible for the administration and maintenance of the mobile wallet and the VHC Healthy Meals Benefit Program. Consistent with the terms in this Section 4, program participants shall have the ability to skip weeks for Product shipment or to cancel its participation in the VHC Healthy Meals Benefit Program.

Program participants acknowledge and agree that participation in the VHC Healthy Meals Benefit Program is governed by the qualification criteria and participation terms set forth by IEHP and its third party service providers. Those program terms are between the program participants and IEHP and its third party service providers and Mom's Meals is not a party to those terms. Mom's Meals does not control or endorse any other party. Mom's Meals also makes no representations or warranties regarding any other parties or what they sell or the services they provide. A participant's interaction with those parties and access or use of their websites and the products they offer is at their own risk.

For additional information about qualification for the VHC Healthy Meals Benefit Program and administration of that program, please call: 1-877-273-IEHP (4347).

5) Return and Refund Policy

Please promptly contact Mom's Meals' customer care team at info@momsmeals.com or (866) 971-6667 if a Product does not meet your satisfaction or an error has been committed with respect to the prices charged. Mom's Meals, in its sole discretion, may give you a credit (either in part or in whole) or in some cases a refund (either in part or in whole) if the problem relates to a Product. Mom's Meals, however, may require proof (such as photographic proof or the return of the Product) of the problem before determining whether Mom's Meals will issue a refund or credit of any kind.

6) Payment and Billing Information

You represent and warrant that you are authorized to use any credit card or other payment method that you provide to Mom's Meals and Mom's Meals accepts. You further authorize Mom's Meals (and any third-party payment processor) to charge the respective payment method for your purchases (including any Subscribe and Save purchases as well as any for any taxes or applicable charges). Mom's Meals may suspend or cancel your order if there are any problems with your payment method such as it being invalid, it cannot be verified, or other similar problems arise. You acknowledge and agree that amounts you are charged may change based on what you select, promotions, changes in other charges (such as shipping costs), or changes in applicable taxes. Mom's Meals may require you to resolve any payment problems before processing or continuing with any order. Keep in mind that you need to cancel any Subscribe and Save feature before the deadline or you will continue generating charges for which you are responsible. A payment problem by itself does not cancel your Subscribe and Save selection.

If you place orders with a thirty party, your purchase will be billed and charged by that party regardless of any provision of these Terms to the contrary. Mom's Meals has no involvement.

7) Gift Cards/Gift Certificates and Promotions

Except as otherwise provided by law, the terms of this Section 7 apply to all Gift Cards, whether purchased at online, via the telephone, or through some other means. Gift Cards are not redeemable for cash or returnable except where otherwise required by law. Protect the Gift Card like cash. Mom's Meals will not replace a lost or stolen Gift Card and you may lose the remaining balance on the Gift Card, just as if you lost cash. Gift Cards are for personal use and not for any commercial, promotional, or advertising use. Each Gift Card's balance is the sole liability of Mom's Meals. Gift Cards cannot be reloaded. Mom's Meals may deny use of a Gift Card when it believes the Gift Card has been misappropriated. You represent and warrant that you will not use any Gift Card for an illegal or improper purpose or to purchase other Gift Cards. "Gift Cards" includes Mom's Meals gift cards, gift certificates, electronic gift cards, and electronic gift certificates. Gift Cards cannot be combined with any discounts except for Mom's Meals Subscribe and Save discount that may be in effect. The risk of loss and title for Gift Cards pass to the purchaser or designated recipient, as applicable, upon electronic transmission of the Gift Card to the purchaser or designated recipient, or upon delivery to the carrier, whichever is applicable. Gift cards do not expire or decrease in value if unused; there are no activation, service, or dormancy fees associated with Gift Cards. Mom's Meals reserves the right to void Gift Cards without a refund if it suspects that a Gift Card is obtained or used illegally, improperly, fraudulently, or otherwise in violation of these Terms or to correct the Gift Card balance if it believes that a clerical, billing or accounting error has occurred.

The Gift Card may be used to make purchases only up to the available balance on the Gift Card. The available balance of the Gift Card is reduced by the amount of each purchase with Mom's Meals and by other deductions, if any, required by law.

If your desired purchase amount for Mom's Meals is greater than your available Gift Card balance, you may pay for the difference using a payment method accepted by Mom's Meals.

Mom's Meals limits its maximum value of each Gift Card to $500 and uses commercially reasonable efforts (or good faith efforts) to limit the daily card values sold, per person, to $2,000.

Any sweepstakes, contests, raffles, surveys, games, or similar promotions (collectively, "Promotions") that Mom's Meals operates through the Digital Services are also governed by the rules of that Promotion. To the extent there is a conflict between the rules of that Promotion and these Terms, the rules of that Promotion shall govern.

8) Pricing

Mom's Meals prices are in U.S. dollars. Applicable taxes and other charges (such as shipping and handling), if any, are additional to the price of the Products. Mom's Meals may adjust prices as it determines in its sole discretion, at any time, and without notice, including without limitation, as based on geographic or other criteria as Mom's Meals may establish from time to

time; provided, however, that if Mom's Meals changes the amounts or other charges associated with Subscribe and Save plans, Mom's Meals will provide advance notice of such changes in accordance with these Terms. Mom's Meals will not, however, be able to notify you of changes in any applicable taxes. The shipment of meals or other Products, as applicable, to you after our delivery of such notice will confirm your acceptance of such changes, unless you cancel your Subscribe and Save Plan before the weekly shipment is processed.

9) Availability

Mom's Meals may, without notice, apply quantity limits on any order, reject all or any part of any order, discontinue offering any Product, or make substitutions to any Product (whether the entire Product or part of the Product). If a substitution is not satisfactory to you, please contact Mom's Meals at info@momsmeals.com or (866) 971-6667.

10) Taxes

Mom's Meals collects applicable taxes such as sales, use, and other taxes on Products shipped to specific jurisdictions if Mom's Meals determines it has a duty to collect taxes applicable to the transaction. The amount of tax appearing at checkout may be adjusted. This can result from a variety of reasons, including, but not limited to changes in applicable tax rates or processor programs.

11) Shipping and Handling

Mom's Meals will provide you notice of applicable shipping and handling charges when you make your purchase. Mom's Meals, however, may add, delete, increase, decrease, or otherwise change shipping and handling charges from time to time. Shipping is handled by a third-party courier in most instances. Shipping times are shown as estimates only. Actual delivery dates and times may vary. Title to Products as well as the risk of loss to such Products transfer to you when they are delivered.

Notwithstanding anything else in this section, shipping and handling for any purchase made through a third-party seller will be made in accordance with and subject to the applicable agreement you have with the third-party seller. Mom's Meals has no responsibility for any orders placed with anyone else and is not part of those transactions.

12) Local Consumer Uses Only and Export Control

You cannot use the Products for commercial purposes or resell them. You cannot export Products either directly or indirectly. Nor can you purchase, export, or re-export Products (1) into a country embargoed by the United States, (2) to anyone the United States Treasury Department has placed on the Specially Designated Nationals list, or (3) to anyone on the United States Department of Commerce's Denied Persons List or Entity List. Your entering into these Terms with Mom's Meals is a representation and warranty that (i) you are not located in a country under

embargo under by the United States or that has been designated by the United States as a "terrorist supporting" country, and (ii) you are not listed on any United States list of prohibited or restricted parties or acting for any such person.

13) License to Access and Use Mom's Meals Digital Services and Content

Mom's Meals or the other providers of Content, while you are complying with these Terms, grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Digital Services and to download, install, access, and use the Mobile App on a device that you own or control, and to access and use the Content for only personal and non-commercial use. Mom's Meals for itself and its licensors reserves all right, title, and interest in and to the Digital Services and Content except as may otherwise be explicitly provided in writing in these Terms. To the extent the Digital Services contains any third-party materials, your use of those materials may subject to separate terms and conditions. There shall be no granting of rights to you through estoppel, implication, or otherwise. Any license granted to you is revocable at any time. You may not sell, resell, rent, lease, redistribute, sublicense, or otherwise commercially exploit the Digital Services or Content. You may not publicly display, publicly perform, or distribute Content. You may not modify the Digital Services or Content or make derivative works of either. You may not use any means of gathering data or extracting data such as data mining or robots. You may not use the Digital Services or Content for any purpose that is not the intended purpose. You may not page cache or download any Digital Services or Content or part of either. You may not frame or utilize framing techniques to enclose Mom's Meals trademarks, logos, or other proprietary information. You may not use hidden text or meta tags in relation to Mom's Meals name or trademarks. You also may not use the Digital Services or Content for any illegal purpose. If you want to use the Digital Services or Content in an unapproved manner, you must obtain Mom's Meals separate written consent, which Mom's Meals (or the respective Content owner) may grant, condition, delay, or withhold in its sole discretion. The license terminates if you do not comply with these Terms. The Digital Services and/or Content may include software components provided by Mom's Meals or aa third party that are subject to separate license terms. Those license terms will govern such software components. "Content" means all content and other materials contained in a Digital Services, including, without limitation, these Terms, logos, designs, text, graphics, pictures, information, data, software, sound files, and User Content. All Content is the property of Mom's Meals or its licensors.

14) Copyright Infringement and Complaints Policies; Trademarks

Content includes things such as text, graphics, logos, images, videos, audio clips, downloads, and software. Mom's Meals or its Content licensors own the Content, which is protected by United States and international copyright laws. The compilation of all Content included in the Digital Services or made available through the Digital Services is the exclusive property of Mom's Meals. It is also protected by U.S. and international copyright laws.

Mom's Meals has a policy for limiting access to the Digital Services by, or terminating the accounts of, users, in appropriate circumstances and in Mom's Meals sole discretion, who infringe the intellectual property rights of other persons. You may file a notification of alleged infringement of any copyright you own or control by contacting Mom's Meals' designated agent.

Name of Designated Agent: General Counsel
Address: 3210 SE Corporate Woods Dr, Ankeny, Iowa 50021
Phone: 1-877-508-6667
Email: compliance@momsmeals.com

"Mom's Meals," "Mom's Meals Nourishcare," "PurFoods," "Mom's Meals A Purfoods Company," the Mom's Meals logo, and any other Mom's Meals Product or service names, logos or slogans appearing on the Digital Services or Products are trademarks of Mom's Meals and may not be copied, imitated, or used, in whole or in part, without Mom's Meals prior written permission.

All other trademarks, registered trademarks, Product names, and company names or logos appearing on the Website or Products are the property of their respective owners. They may not be copied, imitated, or used, in whole or in part, without the permission of the owner of the applicable trademark. Mom's Meals does not endorse, sponsor, or recommend any of them by their appearance.

15) User Conduct Policy

You agree to use the Digital Services and Interactive Services in a manner consistent with any and all applicable laws and regulations. You are responsible for your actions and inactions. Mom's Meals is not responsible for, and does not endorse, content in any posting made by other users on the Interactive Services. If you feel threatened or believe someone else is in danger, you should contact your local law enforcement agency immediately. Mom's Meals has the right to remove any user contributions from the Interactive Services for any or no reason. Mom's Meals reserves the right to take necessary legal action against users. In using or accessing the Digital Services, you may not:

- violate any applicable law, regulation, order, ordinance, contract right, property right, or other rights of any kind;
- use the Digital Services for any illegal or unauthorized purpose;
- use the Digital Services to promote any illegal or unauthorized purpose or use the Digital Services in a way that violates these Terms;
- harass, threaten, intimidate, or stalk anyone, or otherwise engage in any predatory conduct;
- display or collect anyone else's personal or confidential information such as addresses (street, mailing, email, or otherwise), names, or phone numbers;
- use or attempt to access someone else's account without their permission;
- claim or imply that you are associated or endorsed by Mom's Meals;
- use, access, attempt to access, or attempt to use an area of the Digital Services that you do not have permission to use or access;
- do anything that may damage or otherwise harm or limit the Digital Services or its functioning;

- do anything that might interfere with anyone else's use or enjoyment of the Digital Services;
- decipher or reverse engineer any portion of the Website or do anything that might discover source code or that bypasses or circumvents measures used to obstruct, prevent, or limit access to any Content, area of the Digital Services, or code of the Digital Services;
- develop or use any application that interacts with the Digital Services or Content without Mom's Meals prior written consent.

16) User Content

The Digital Services may include certain capabilities that allow users to create, post, share, or store content ("User Content"). User Content examples would include reviews, photos, videos, text, and graphics. You are solely responsible for any User Content you share. User Content may not be private and others may see it.

You may not share any User Content that:

- is illegal, defamatory, obscene, pornographic, indecent, harassing, threatening, fraudulent, or involves someone else's privacy or publicity rights;
- encourages or instructs others to engage in illegal conduct or to violate the rights of others of any kind;
- otherwise violates the rights of anyone else;
- misconstrues your good faith beliefs, experiences, or who you are;
- is any sort of promotion, political material, advertising, or solicitation;
- contains any virus or other disabling or harmful files or content;
- contains, without their consent, anyone else's personal or confidential information; or • may, in Mom's Meals sole discretion, harm anyone in any way.

Mom's Meals may remove, edit, or screen any User Content at any time, without notice and in its sole discretion. Mom's Meals, however, has no obligation to do so. If you do not want to lose any of your User Content, you must create your own copies and backups, which are at your sole cost and expense.

Mom's Meals is not responsible for and does not claim any ownership interest in your User Content. You do, however, grant Mom's Meals (and its licensees, successors, and assigns) a nonexclusive, royalty-free, worldwide, perpetual, irrevocable, and sublicensable right and license to use, reproduce, modify, adapt, publish, translate, creative derivative works from, distribute, perform, and publicly display your User Content, either in whole or in part for any purpose of any kind whether for commercial purposes, promotional purposes, advertising purposes, publicity, noncommercial purposes, or otherwise. To the full extent allowed by applicable law, such grant includes your name, image, likeness, voice, persona, signature, testimony, or similar items to the extent they are included in the User Content or is otherwise provided to Mom's Meals.

You represent and warrant that any User Content you provide does not violate anyone else's rights of any kind, you have full authority and right to provide the User Content, and the User Content does not violate these Terms in any way.

17) Feedback

You can submit reviews, photos, videos, questions, comments, suggestions, ideas, original materials, or creative materials, or any other information about Mom's Meals, the Digital Services, or Products (collectively, "Feedback"). Except as otherwise required by applicable law, Feedback is nonconfidential and is Mom's Meals sole property. Mom's Meals owns exclusive rights in and to such Feedback, including, without limitation, all intellectual property rights of any kind. Mom's Meals is entitled to the unrestricted use and dissemination of Feedback you provide. Mom's Meals may use and disseminate Feedback for any purpose of any kind. Mom's Meals has no obligation to acknowledge you or compensate you for any such use or dissemination.

18) Indemnification

You agree to defend, indemnify, and hold harmless Mom's Meals and its directors, officers, agents, licensors, representatives, and employees (collectively, "Mom's Meals' Representatives"), from and against any loss, liability, threatened or actual claim, demand, damages, costs and expenses (including reasonable attorney fees), and settlements resulting from or in connection with your use of the Digital Services, Content, Interactive Services, Promotions, or Products. At its own expense, Mom's Meals may, but is not required to, assume the exclusive defense and control of any matter. You must cooperate as Mom's Meals reasonably requires. You must notify Mom's Meals in writing of any third-party claim immediately upon learning about it.

19) DISCLAIMERS

Food Safety. Once Mom's Meals Products are delivered, it is up to the consumer to use proper food safety techniques, including but not limited to thorough washing of raw produce, and the proper storage, cooking and disposal of meals. MOM'S MEALS PRODUCTS ARE GUARANTEED UP TO THE TIME OF DELIVERY AND MOM'S MEALS HEREBY DISCLAIMS ANY PRODUCT WARRANTIES THEREAFTER. MOM'S MEALS ALSO DISCLAIMS ANY WARRANTY OF NON-INFRINGEMENT OF INTELLECTUAL PROPERTYAND ANY WARRANTIES RELATING TO THE DIGITAL SERVICES, CONTENT, ANY OTHER WEBWEBSITE LINKING TO THE DIGITAL SERVICES, AND ANY INFORMATION APPEARING ON SUCH OTHER WEBWEBSITE.

Health Related Information. The information contained in the Digital Services or Interactive Services is provided for informational purposes only and is not meant to substitute for the advice provided by your doctor or other health care professional. You should not use the information available on or through the Digital Services (including, but not limited to, information that may be provided on the Digital Services by healthcare or nutrition professionals employed by or

contracting with Mom's Meals) for diagnosing or treating a health problem or disease, or prescribing any medication. You should carefully read all Product packaging prior to use

20) EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY

MOM'S MEALS, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, MEMBERS, AGENTS, AND ITS OTHER REPRESENTATIVES SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES IN ANY WAY RELATING TO OR ARISING OUT OF THESE TERMS, THE DIGITAL SERVICES, THE CONTENT, OR THE ORDER, RECEIPT, OR USE OF ANY OF THE INTERACTIVE SERVICES OR PRODUCTS OR INFORMATION. DAMAGES THAT YOU CANNOT RECOVER INCLUDE, BUT ARE NOT LIMITED TO, DAMAGES RELATING TO PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF INCOME, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE OF DATA, LOSS OF DATA, ANTICIPATED SAVINGS, DIMINIMUITION IN VALUE OF ASSETS OR SECURITIES, LOSS OF GOODWILL, THE FAILURE TO REALIZE ANY SPECIFIC DIETARY BENEFIT, WEIGHT LOSS OR OTHER HEALTH-RELATED OUTCOME; THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, CONTENT AND/OR ANY OTHER PRODUCTS PURCHASED OR OBTAINED FROM OR THROUGH THE MOM'S MEALS OFFERINGS, OR DAMAGES FOR BUSINESS INTERRUPTION.

MOM'S MEALS AND MOM'S MEALS' REPRESENTATIVES TOTAL LIABILITY, TOGETHER, IN ANY WAY RELATING OR ARISING OUT OF YOUR ORDER, USE, OR RECEIPT OF ANY PRODUCTS SHALL NOT EXCEED THE AMOUNT PAID FOR SUCH PRODUCTS.

IN THE EVENT OF ANY PROBLEM WITH THIS DIGITAL SERVICES OR ANY CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE DIGITAL SERVICES.

THE LIMITATIONS AND EXCLUSIONS SHALL APPLY, WITHOUT REGARD TO THE FORM OF ACTION OR THEORY, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY NEGLIGENCE OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, ACTIVE, PASSIVE, SIMPLE, IMPUTED, OR OTHERWISE), ANY OTHER LEGAL OR EQUITABLE CLAIM OR THEORY THE LIMITATIONS AND EXCLUSIONS OF DAMAGES SHALL APPLY IF YOUR REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

YOU AGREE THAT THESE LIMITATIONS AND EXCLUSIONS APPLY TO YOURSELF, YOUR SUCCESSORS, HEIRS, ASSIGNS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, LEGAL REPRSENTATIVES, AND ANYONE ELSE WHO MAY CLAIM THROUGH YOU (COLLECTIVELY, "YOUR REPRESENTATIVES"). FOR

YOU AND YOUR REPRESENTATIVES, YOU HEREBY WAIVE, ACQUIT, RELEASE, AND FOREVER DISCHARGE MOM'S MEALS AND MOM'S MEALS' REPRESENTATIVES FROM AND AGAINST ANY CLAIMS RELATED TO THE USE OF THE DIGITAL SERVICES AND COVENANT NOT TO SUE SUCH PERSONS.

CALIFORNIA RESIDENTS HEREBY WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE 1542, WHICH STATES "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS AND EXCLUSION OF DAMAGES WILL NOT APPLY TO THE LIMITED EXTENT TO WHICH APPLICABLE LAW PREVENTS SUCH LIMITATIONS AND EXCLUSIONS FROM APPLYING TO THE CIRCUMSTANCE, SUCH AS IN CASES OF FRAUD OR MALICIOUS CONDUCT TOWARDS YOU.

21) Pre-Dispute Notice and Negotiation Requirements; Class Action Waiver

You should read this section closely. It limits how you can obtain relief against Mom's Meals including, but not limited to, specific timelines that must be followed.

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at (866) 971-6667. Each party agrees that the party will send the other party written notice of any claim within thirty (30) days of the date the claim arises. Upon receipt of a notice of a claim, the parties must attempt in good faith to resolve the dispute, claim, or request for relief. Neither party shall be required to attempt to resolve a dispute, claim, or request for relief for longer than thirty days. If the dispute, claim, or request for relief is not resolved within thirty days, then either party may file a claim as allowed in that particular instance. Your notice must be sent to Mom's Meals, Attn: General Counsel, 3210 SE Corporate Woods Dr, Ankeny, Iowa 50325 (or such other address Mom's Meals may later provide). Your notice must include: (1) your name, address, and telephone number, (2) the email address you use with your Mom's Meals account (if you have an account), and (3) a reasonable description of your claim including, but not limited to, what you believe happened and what you specifically want from Mom's Meals. Your notice to Mom's Meals is effective when it is received. In a notice to you, Mom's Meals' will include (a) Mom's Meals' name along with an address, telephone number, and email address at which you can contact Mom's Meals concerning the matter, and (b) a reasonable description of Mom's Meals' claim including, but not limited to, what Mom's Meals believes happened and what it wants from you.

YOU AND MOM'S MEALS AGREE THAT ANY DISPUTE, CLAIM, OR REQUEST FOR RELIEF CONCERNING, ARISING OUT OF, OR RELATING TO THESE TERMS OR THE DIGITAL SERVICES, CONTENT, OR PRODUCTS IS PERSONAL TO YOU AND MOM'S

MEALS. YOU FURTHER AGREE THAT SUCH DISPUTE, CLAIM, OR REQUEST FOR RELIEF WILL NOT BE BROUGHT AS A CLASS ACTION, OR ANY OTHER TYPE OF REPRESENTATIVE (WHETHER ON BEHALF OF SOMEONE ELSE OR A GROUP) PROCEEDING WHETHER IN COURT, OR OTHERWISE. Notwithstanding this provision, either party may participate in a classwide settlement.

Mobile App-Specific Terms

The Mobile App is licensed, not sold, to you. You may use the Mobile App only on compatible devices that you own or control and only as permitted by these Terms and any applicable rules of the app store or platform from which you obtained the Mobile App ("App Store Rules"). If these Terms conflict with mandatory App Store Rules, the mandatory App Store Rules will control solely to the extent of the conflict.

The Mobile App may automatically download and install updates, upgrades, patches, bug fixes, or other modifications. Some features may require an internet connection, compatible hardware or software, or permission to use device functions such as notifications, location, camera, or storage. You may manage device permissions through your device settings, but disabling a permission may limit Mobile App functionality.

Apple Inc., Google LLC, and other app-store or platform providers are not parties to these Terms and are not responsible for the Mobile App, its maintenance or support, or any claims relating to the Mobile App, except to the extent required by applicable App Store Rules. Such providers are intended third-party beneficiaries of this paragraph and may enforce it against you.

You may uninstall the Mobile App at any time. Uninstalling the Mobile App does not cancel an order, subscription, communication preference, or account, and does not eliminate amounts already owed. You must use the applicable cancellation, account, or opt-out process described in these Terms or in the Digital Services.

22) Miscellaneous Provisions

These Terms shall be interpreted, construed, and governed by Iowa law (without reference to its principles of conflicts of laws). The parties hereby irrevocably consent to exclusive venue and jurisdiction in the courts for Polk County, Iowa, waiving any objections to jurisdiction or venue such as *forum nonconveniens*.

These Terms and the policies mentioned herein set forth the entire understanding and statement of the relationship between the parties and supersedes all previous or contemporaneous oral or written negotiations and agreements between the parties relating to the subject matter of these Terms. Notwithstanding the foregoing, these Terms do not alter in any way the terms or conditions of any other agreement you may have with us in respect of any Products, services, or otherwise that are not the subject of these Terms.

If any part of these Terms are illegal, invalid, or otherwise unenforceable, the remainder of the Terms shall remain unaffected to the full extent allowed by law.

Mom's Meals may deliver notice to you under this Agreement by means of electronic mail, a general notice on the Digital Services, or by written communication delivered by first class U.S. mail to your address on record in your Mom's Meals account. You may give notice to Mom's Meals at any time via electronic mail or by letter delivered by first class postage prepaid U.S. mail or overnight courier to the following address: Mom's Meals, 3210 SE Corporate Woods Dr, Ankeny, IA 50021, Attn: Legal Department.

Any waiver must be in writing and be signed by the party to be effective. No failure or delay to take action shall constitute a waiver. Any waiver shall not operate as a waiver as to any other instance. Any partial waiver shall not constitute a waiver as to the remainder.

Neither party shall be responsible for any failure to perform due to causes beyond the party's reasonable control, including but not limited to labor disputes, epidemics or pandemics, strikes, acts of God, fire, delays in transportation, interruption or failure of electricity or communications systems, or governmental actions. Any delay beyond the party's reasonable control shall be excused and the period of performance extended as may be necessary to enable the party to perform after the cause of delay has been removed.

Mom's Meals may assign or otherwise transfer these Terms or delegate any duties without your consent.

Nothing in these Terms, express or implied, is intended to confer, or shall confer, upon any party, other than the parties to these Terms (and their respective legal representatives, heirs and permitted successors and assigns), any rights, remedies, obligations, or liabilities under or by reason of these Terms; *provided, however,* Mom's Meals' Representatives indemnified under these Terms shall have the right to enforce said provision of these Terms.

Except to the extent expressly stated otherwise, Mom's Meals remedies are cumulative.

Those provisions of these Terms that by their nature should survive the termination or expiration of these Terms shall survive. Without implying anything, amounts you owe Mom's Meals, the exclusive venue and jurisdiction provisions, your indemnification obligations, your representations, your warranties, your waivers, Mom's Meals' limited liability, the exclusion of damages in Mom's Meals' favor, and the "Miscellaneous Provisions" of this section shall survive. Without implying anything, no licenses in your favor shall survive.