

# HILTON SOY FOODS



Plant and Head Office:  
Staffa, Ontario, Canada

Website: [WOWBUTTER.com](http://WOWBUTTER.com)  
email: [info@wowbutter.com](mailto:info@wowbutter.com)

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## AS SEEN ABOVE, MADE WITH WOWBUTTER LOGO/LABEL: Terms of Use

Creation Date: January 1, 2010  
Last Revision Date: March 10, 2011

### 1. This Is an Agreement for Terms of Use between You and Hilton Soy Foods.

This is an agreement for Terms of Use between you and Hilton Soy Foods (located at 6939 Line 26, R. R. # 2, Staffa, Ontario N0K 1Y0 Canada, phone: 1-800-835-9831. We will refer to ourselves in this contract as "Company", "we", "us", or "our". A printable version of the most current form of this agreement is posted online at [www.wowbutter.com/logo-termsfuse.htm](http://www.wowbutter.com/logo-termsfuse.htm)

This agreement covers your use of the wowbutter.com Label/Logo for application to any food or non food product made exclusively with *WOWBUTTER* as a Peanut Butter Replacement. We refer to all Company Logo's as the "Logo" and, except where context requires otherwise and even if not expressly referenced in the applicable section, "Logo" includes all "Other Logos" and/or "Labels" of Company.

The Logo is offered for personal use by you conditioned on your acceptance of all terms in this agreement. By selecting "ACCEPT" below, you are representing that you are 18 years old (and have reached the "age of majority" if that is not 18 years of age where you live) and you are agreeing to all terms in this agreement. If you do not agree to this Terms of Use agreement, in its entirety, you must select "DECLINE" and you will have no right to use the Logo.

Your use of the Logo as accessed through a third party is still governed by this agreement – even if the terms or agreements applicable to such a third party state otherwise.

### 2. When You May Use the Logo.

You may start using the Logo for application to products containing *WOWBUTTER* as soon as you have agreed to these terms of use of the Logo.

### 3. How You May Use the Logo.

In using the Logo, you will:

- follow your school or public institutions policy for Peanut Free and/or Tree Nut Free premises and/or environment and apply the Logo to any product that contains *WOWBUTTER*;
- ensure that only **100% Peanut & Nut Free WOWBUTTER** is used within the bag or container that the Logo was applied;
- ensure that there are no other products inside that same bag or container with the Logo attached, that may contain traces of Peanuts and/or Tree Nuts;
- not copy, duplicate or transfer the Logo to other family, friends, associates or other persons. You can direct them to our website where they can access their own Logos for use;
- as a responsible lunch provider be aware of measures necessary to prevent Cross Contamination during preparation and handling of food;
- remove the Logo from any package, container or other surface when *WOWBUTTER* is not used or present;

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#### 4. How You May Not Use the Logo.

In using the Logo, you may not:

- attach it to any product that contains or may contain Peanuts and/or Tree Nuts;
- attach it to any product that contains or may contain Peanut Butter or other nut butters;
- attach it to any product that contains any other Peanut Butter Replacement, Substitute or Alternative other than WOWBUTTER;
- use the Logo for commercial purposes (except as expressly permitted by us);
- engage in, facilitate, or further unlawful conduct;
- misrepresent the intention of use of the logo in any way, shape or form;
- use the Logo in a way that harms us or our advertisers, affiliates, resellers, distributors, or vendors, or any customer of ours or our advertisers, affiliates, resellers, distributors, or vendors;
- use any unauthorized means to modify or redesign, or attempt to modify or redesign, the Logo;
- misrepresent or interfere with anyone else's ability to access or use the Logo;
- resell or redistribute the Logo;

#### 5. You Are Responsible for Your Use of the Logo.

Only you may use the downloaded Logo for application to products made using exclusively WOWBUTTER. You are responsible for ensuring that all products containing the Logo are 100% Peanut Free and/or Tree Nut Free. You may not authorize any third party to access and/or use the Logo on your behalf.

If you allow or enable a minor to use the Logo then:

- You represent that you are the parent and/or legal guardian of each such minor;
- You acknowledge that you are aware of the importance of the Logo and its strict policies of use and you agree to supervise usage by minors whom you permit to use the Logo. The Logo is not intended for use by children under 13, except together with a parent or other adult supervision;
- You are responsible for any Product to which a minor has applied your downloaded Logo.

#### 6. Privacy.

In order to operate and provide the Logo, we may find it necessary to collect certain information about you. We use and protect that information as described in the Privacy Policy on our website. In particular, we may access or disclose information about you, including the content of your communications with us, in order to:

- (a) comply with the law or respond to lawful requests or legal process;
- (b) protect the rights or property of the Company or our customers, including the enforcement of our agreements or policies governing your use of the Logo; or
- (c) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Company employees, customers, or the public.

#### 7. Intellectual Property.

All content you receive from us (e.g., text, images, video, graphics, music, sound, games) associated with the Logo and its use (for purposes of this Section 7, we refer to all of these, as applicable, as "content"), your use of that content is under the terms of this agreement (including any statement of specific authorized uses or restrictions). You may not copy, modify or create derivative works, publish, transmit, sell or attempt to sell or transfer, or otherwise use or exploit any content unless we have expressly allowed you to do so.

Trademark and other intellectual property laws and treaties protect the content and all other aspects of the Logo. We own the title, trademark, and other intellectual property rights in the content and Logo. You do not have ownership rights to any content made available or accessed on or in relation to the Logo, or any

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other aspect of the Logo, regardless of how the content and Logo are used, accessed, downloaded, or otherwise made available to you.

## 8. WE MAKE NO WARRANTY.

We do not provide any warranties for the use of the Logo. We provide the Logo "as-is," "with all faults," and "as available." The Company gives no express warranties, guarantees, or conditions under or in relation to the Logo, this agreement or its subject matter.

## 9. RELEASE OF LIABILITY.

You cannot recover from the Company any claims or direct damages resulting from supplied content or use of the Logo. You cannot recover any other damages, including consequential, lost profits, special, indirect, incidental, or punitive damages as a result of received content or use of the Logo. This applies to anything related to, but not limited to:

- the Logo;
- third party conduct or use;
- misrepresentation of the Logo or its use;
- misrepresentation of provided content or its use;
- claims for breach of agreement; breach of warranty, guarantee, or condition; strict liability; negligence; or other tort.

## 10. Changes to the Logo; If We Change the Logo.

We may change, delete, discontinue the Logo or change other content at any time and for any reason (or no reason). We may cancel or suspend use of the Logo at any time. Our cancellation or suspension may be without cause and without notice. Upon Logo use termination or cancellation, your right to use the Logo stops immediately. **Once the Logo is cancelled or suspended, you must stop all use of the Logo.**

## 11. Interpreting the Agreement.

All parts of this agreement apply to the maximum extent permitted by law. A court may hold that we cannot enforce a part of this contract as written. If this happens, then we will replace that part with terms that most closely match the intent of the part that we cannot enforce. The rest of this contract will not change. This is the entire contract between you and us regarding your use of the Logo and/or content. It supersedes any prior agreements or statements regarding your use of the Logo and/or its associated content.

## 12. Choice of Law and Location for Resolving Disputes.

Claims for breach of this agreement will be subject to the laws of the Province of Ontario, without reference to conflict of laws principles. All other claims will be under the laws of the country to which you are located.

## 13. Copyright and Trademark Notices.

All contents of the Logo are Trademarks of Hilton Soy Foods. Trademarks and other intellectual property laws and treaties protect all Logos and/or content provided.