

Your Cooking Network

TERMS OF USE

Last Updated: January 27, 2025

The following terms and conditions (the "**Terms of Use**") are between you and Your Cooking Network ("**we**" or "**us**") and govern your use of the Your Cooking Network mobile application (the "**App**") and any content or services made available from or through the App (together with the App, the "**Services**").

PLEASE READ THESE TERMS OF USE CAREFULLY. BY USING THE SERVICES AND/OR ACCEPTING THESE TERMS BY CLICKING "I ACCEPT" OR SIMILAR ATTESTATION, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MUST EXIT THE SERVICES IMMEDIATELY AND DISCONTINUE ANY USE OF THE SAME.

1. Acceptance of Terms

These Terms of Use between you and us govern your access to the Services. Your use of the Services signifies your acceptance of these Terms of Use and constitutes a legally binding agreement between you and us. We may modify these Terms of Use at any time and will post the modified Terms of Use on the App. Any modification is effective immediately upon posting. Your continued use of the Services will be conclusively deemed to signify your acceptance of such modifications.

2. Intellectual Property

The Services contain copyrighted material, trademarks and other proprietary material belonging to us, our licensors and others, including, but not limited to, text, data, photos, graphics and other images, software, specifications, audio and video files (collectively, "**Proprietary Material**") that are protected by patent, copyright, trademark and other intellectual property laws. With the exception of your User Data, as between you and us, you should assume that everything you see or read and everything available on this App is Proprietary Material owned by us and protected by these laws.

You shall not use, copy, reproduce, distribute, modify, adapt, create derivative works of, display, publicly perform, transmit, broadcast, sell, license or in any way exploit the Proprietary Material in whole or in part.

3. Subscription Terms

The App is available to you for free for a period of 1 (one) week ("**Free Trial Period**"). Following the Free Trial Period, you can purchase access to the App as a monthly or yearly subscription ("**Subscription**").

If you purchase a Subscription, you shall pay all fees when due and are responsible for providing complete and accurate billing information to us. If you purchase a Subscription via credit card or other electronic means, you authorize us to charge such fees using your selected payment method. Payment obligations are non-cancelable, and fees paid are non-refundable. Where you designate use of a third-party payment processor network, you will be responsible for payment of all associated fees and charges. You are responsible for all sales, use, value added or other taxes of any kind other than taxes based on our net income.

Each Subscription period renews automatically for an additional period equal in length to the expiring Subscription period unless you cancel your Subscription no later than thirty (30) days prior to the expiration of the then current Subscription period. If you cancel your Subscription, you will not receive a refund for the fees you already paid for your current Subscription period, and you will continue to receive access to the Subscription ordered until the end of your current Subscription period. We reserve the right to change our pricing terms for Subscriptions at any time and will notify you in advance of any such change. Changes to the pricing terms will only apply for Subscription renewals; if you do not agree to such changes, you may choose not to renew your Subscription.

You agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by us regarding future functionality or features.

4. Additional Obligations; Restrictions on Use

You are responsible for protecting the confidentiality of your username, password and any other access credentials (including, without limitation, QR codes) provided to you to access the Services. You agree that you will not: (i) access or attempt to access any systems or servers on which the Services are hosted, or modify or alter the Services in any way; (ii) forge headers, misrepresent your identity or otherwise manipulate identifiers in order to deceive others or disguise the origin of any User Data transmitted to or via the Services; (iii) collect, store, publish, post, sell, transmit or disclose personal data about other users of the Services unless expressly authorized by such other users to do so; (iv) upload or otherwise transmit files that contain viruses, worms, Trojan horses, spyware, adware, sniffers, corrupted files or other computer code designed to interrupt, destroy or limit the functionality of any computer hardware, software or telecommunications equipment; or (v) violate any applicable state, national or international law or regulation or the rights of third parties, including intellectual property laws and third-party rights with respect thereto.

You shall not (i) download, post, display, publish, copy, reproduce, distribute, transmit, modify, perform, broadcast, transfer, create derivative works from, sell or otherwise exploit any content, code, data or materials on or available through the Services; or (ii) alter, edit, delete, remove, otherwise change the meaning or appearance of, or repurpose, any of the content, code, data, or other materials on or available through the Services, including, without limitation, the alteration or removal of any trademarks, trade names, logos, service marks, or any other proprietary content or proprietary rights notices.

5. Termination of Access and Use

You agree that we, in our sole discretion and without notice or other obligation to you, may terminate, change, suspend or discontinue any aspect of the Services at any time and that we may suspend or terminate your access to and use of the Services if we believe that you are in breach of our Terms of Use or applicable law, or for any other reason without notice or liability.

Upon termination of these Terms of Use, your right to use the Services and Proprietary Materials will immediately terminate, and the "Intellectual Property," "Termination of Access and Use", "User Data Rights and Restrictions," "Privacy Policy", "Disclaimer of Warranties", "Limitation of Liability", "Dispute Resolution", "Governing Law" and "Miscellaneous" will survive.

6. Eligibility and Access Outside of the United States

You represent that you are of legal age to form a binding contract with us and are not barred from using this Services by the laws of the United States or the country in which you reside. We make no claims that the Services or any of their content are appropriate or may be downloaded or accessed outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

7. User Data Rights and Restrictions

To access the Services, you may be asked to provide certain registration details or other information. You agree to provide us information that is correct, current, and complete. By submitting, uploading, transmitting or making available to us through the Services any of your data and materials ("**User Data**"), you represent and warrant that (i) you own or have all rights necessary to submit, upload, transmit or make available such User Data and otherwise use it for your intended purpose; and (ii) the User Data you submit, your use of such User Data, and our use of such User Data, as set forth in these Terms of Use, do not and shall not (a) infringe or violate any patents, copyrights, trademarks or other intellectual property, proprietary or privacy, data protection or publicity rights of any third party;

and (b) violate any applicable local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer and exportation.

By making any User Data available through the App you hereby grant to us a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, distribute, publicly display, publicly perform and distribute your User Data in connection with operating and providing the Services to you and to other users and for other purposes.

8. Privacy Policy

For information on our data and information collection, disclosure and use practices, please read our Privacy Policy located at <https://yourcookingnetwork.com/>. You acknowledge and understand that our use of the data we collect and your personally identifiable information will be in accordance with the Privacy Policy. By using the Services, you consent to the privacy policies set forth in the Privacy Policy.

9. Third-party Websites

We may include links on the App to third-party websites that we do not control or operate (each, a "**Third-Party Website**"). We are not responsible for any information, content, advertising, products, services or other materials on any Third-Party Website, and the presence of such links does not constitute our endorsement, approval or sponsorship of any Third-Party Website. If you choose to link to any Third-Party Website, you are doing so at your own risk and you will be subject to the Terms of Use of that website. Therefore, before interacting with any Third-Party Website, you should consult the legal terms governing the use of such Third-Party Website. We expressly disclaim any and all liability resulting from your use of any Third-Party Website.

10. Disclaimer of Warranties

THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITH NO WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, UPTIME OR UNINTERRUPTED ACCESS AND AVAILABILITY, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE. IN ADDITION, WE DO NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THE SERVICES IS ACCURATE, COMPLETE OR CURRENT. NO ADVICE, RESULTS OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

11. Limitation of Liability

NEITHER WE NOR OUR OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS OR REPRESENTATIVES WILL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER IN AN ACTION UNDER CONTRACT, TORT, OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH ANY ERRORS OR OMISSIONS, VIRUSES OR OTHER MALICIOUS OR UNAUTHORIZED CODE, THE USE, INABILITY TO USE OR PERFORMANCE OF THE SERVICES, OR ANY LOSS, BUSINESS INTERRUPTION OR OTHER DAMAGE SUSTAINED IN CONNECTION WITH YOUR USE OF THE SERVICES. TO THE EXTENT THAT ANY COURT OF COMPETENT JURISDICTION RENDERS JUDGMENT AGAINST US, NOTWITHSTANDING THE FOREGOING, OUR LIABILITY IN CONNECTION WITH YOUR USE OF THE SERVICES SHALL BE LIMITED TO THE GREATER OF 1) THE AMOUNT PAID BY YOU IN CONNECTION WITH SUCH USE IN THE ONE (1) MONTH PERIOD PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY, OR 2) ONE HUNDRED DOLLARS (\$100). THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12. Dispute Resolution

In the event of any controversy, dispute or claim arising out of or related to your use of the Services or their content, the dispute will be resolved exclusively by binding arbitration in accordance with the then-current Commercial Rules of the American Arbitration Association. Arbitration shall take place in the State of California. Notwithstanding the parties' agreement to settle any disputes by arbitration, we may bring a claim for injunctive relief in any appropriate state or federal district court located in the State of California. The parties consent to the personal jurisdiction of such courts and to the sole venue therein only for such purposes. YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR USE OF THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

13. Governing Law

These Terms of Use and the relationship between you and us will be governed by the laws of the State of California, USA, without giving effect to principles of conflict of laws of any jurisdiction. All parties to these terms of use waive their respective rights to a trial by jury.

14. Indemnification

You shall indemnify, defend and hold harmless us from and against any and all claims, actions, damages, obligations, losses, liabilities, costs and expenses, including reasonable attorneys' fees, costs of collection and other costs of defense, arising out of or relating to your use of the Services or Proprietary Materials or your violation of these Terms of Use.

15. Notice

Any notices shall be given by email to you at the last known email address provided to us and, in the case of us, to natalie@yourcookingnetwork.com. Notice shall be deemed given 24 hours after an email is sent, unless the sending party is notified that the email address is invalid or that the message was otherwise returned as undeliverable. Such emails shall satisfy any legal requirement that communications be made in writing.

16. Miscellaneous

If any provision of these Terms of Use is held to be invalid, illegal or unenforceable under applicable law, then the invalid, illegal or unenforceable provision shall be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms of Use shall continue in effect. These Terms of Use and the Privacy Policy constitute the entire agreement between you and us with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements, whether oral or written, between us and you with respect to the same.