**CPPI, INC.**

**TERMS AND CONDITIONS**

**Last Updated August 2023**

These Terms and Conditions are an agreement between CPPI, Inc., a New York corporation whose principal address is 64-22 Madison Street, Ridgewood, NY 11385 (the “Company”, “We”, “Us”, “Our”) and you the user (“You”, “Your”). These Terms and Conditions, subject to amendment from time to time, along with the Privacy Policy and End User Agreement represent the entire understanding and agreements between You and the Company with respect to the website www.cppinyc.com (the “Site” and also referred to as the Application) with respect to the subject matter of the same (the “Agreements”), and supersedes all other negotiations, understandings and representations (if any) made by and between you and the Company. These Terms and Conditions shall not be construed more strongly against the Company despite its responsibility for its preparation. Any updates to these Terms and Conditions will be posted on the Applications. BY PARTICIPATING IN OUR SERVICES, YOU AGREE, ACCEPT AND UNDERSTAND THE TERMS AND CONDITIONS SET FORTH BELOW. WE HAVE THE RIGHT TO REFUSE SERVICE BASED ON LOCAL, STATE OR FEDERAL LAWS RELATING TO YOUR JURISDICTION.  IF YOU HAVE ANY QUESTIONS, CONTACT OUR CUSTOMER SERVICE TEAM AT www.support@cppinyc.com. These Terms and Conditions describe when, and the conditions under which, You are allowed to access or use the Application. **Please read these carefully before visiting the Applications. If You do not agree to these Terms and Conditions, You may not visit, use, or access the Application and You may not click to accept the Terms and Conditions when prompted on the Application.**

**ABOUT THE COMPANY AND THE APPLICATIONS:**

The Application is a technology platform that allows You as a customer to purchase the consumer product called The Condiment Packet Piercer (the “Services”).

**USER RESPONSIBILITIES**

You, and You alone, are responsible for Your account and anything that happens while You are signed in to or using Your account. Your security is your responsibility.If You sign up for the Application, You will create a personalized account which includes a unique username and a password to access the Application and to receive messages from the Application. You are responsible for maintaining the security of Your account, and You are fully responsible for all activities that occur under the account and any other actions taken in connection with the account. You agree to notify the Company immediately of any unauthorized use of Your account, or any other breaches of security regarding Your account. The Company will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of Your computer, mobile device, or other computing device and/or account.You represent and warrant that: (i) You have the authority to, and are of legal age in a permitted jurisdiction to bind yourself to this Agreement; (ii) Your use of the Services will be solely for purposes that are permitted by this Agreement; (iii) Your use of the Services will not infringe or misappropriate the intellectual property rights of any third party; and (iv) Your use of the Services will comply with all local, state and federal laws, rules, and regulations, and with all other Application policies and procedures.You are allowed to use the Services as long as You follow the rules and restrictions as set forth in the Agreements and as per the applicable law in any permitted jurisdiction.

**PROHIBITED SITE USES**

You may not use, or encourage, promote, facilitate, instruct, or induce others to use, the Services for any activities that violate any law, statute, ordinance or regulation; or for any other illegal or fraudulent purpose or any purpose that is harmful to others; or to transmit, store, display, distribute or otherwise make available content that is illegal, fraudulent or harmful to others. The following are some examples of uses that are prohibited on the Application by users: **a. Seeking, offering, promoting, or endorsing services, content, or activities that:** (i) are defamatory, illegal, profane, vulgar, threatening, unlawfully discriminatory, illegal, pornographic, obscene, or sexually explicit in nature; (ii) would violate the intellectual property rights, such as and including copyrights, of another person, entity, service, product, or website; (iii) would violate (a) Terms and Conditions, (b) other policies and Agreements, or (c) the terms of service of another website or any similar contractual obligations; (iv) regard the creation, publication, or distribution of “fake news”, content or similar content, which is, in the Company’s sole discretion, determined to be intended to mislead recipients for personal, financial, political or other gain or advantage; (v) regard or promote in any way any escort services, prostitution, or sexual acts; or (vi) are harassing toward another person based on the person's inclusion in a protected class as defined by applicable law; (vii) is pornographic, discriminatory, or otherwise victimizes or intimidates an individual or group on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability; (viii) defames, harasses, abuses, threatens, or incites violence towards any individual or group; **b. fraudulent or misleading uses or content, including:** (i) fraudulently billing or attempting to fraudulently bill any user; (ii) impersonating any person or entity; (iii) falsely attributing statements to any Company representative; (iv) falsely stating or implying a relationship with the Company or with another company with whom you do not have a relationship; (v) allowing another person to use Your account; (vi) Making or demanding bribes or other forms of payments without the intention of providing services in exchange for the payment; (vii) duplicating or sharing accounts; (viii) selling, trading, or giving an account to another person; (ix) directly or indirectly, advertising or promoting another website, product, or service or soliciting other Providers for other websites, products, or services, including advertising on the Application to recruit Providers and/or users to another website or company**; c. Interfering or attempting to interfere with the proper operation of the Services, including by**: (i) bypassing any measures that the Company may use to prevent or restrict access to the Application, including, without limitation, features that prevent or restrict use or copying of any content or enforce limitations on use of the Application or the content therein; (ii) attempting to interfere with or compromise the system integrity or security or decipher any transmissions to or from the servers running the Application; (iii) using any robot, spider, scraper, or other automated means to access the Application for any purpose without our express written permission; (iv) attempting to or interfering with or compromising the system integrity or security or deciphering any transmissions to or from the servers running the Application; (v) collecting or harvesting any personally identifiable information, including account names, from the Application; (vi) attempting to or imposing an unreasonable or disproportionately large load (as determined in the Company’s sole discretion) on the Application’s infrastructure; Introducing any invalid data, virus, worm, or other harmful or malicious software code, agent, hidden procedure, routine, or mechanism through or to the Application that is designed to or known to cause to cease functioning, disrupt, disable, harm, or otherwise impair in any manner, including aesthetic disruptions or distortions, the operation of (or to allow You or any other person to access or damage or corrupt data, storage media, programs, equipment, or communications or otherwise interfere with operations of or on) the Application or any software, firmware, hardware, computer system, or network of the Application or any third party; (vii) accessing or attempting to access the Services by any means or technology other than the interface provided; or (viii) framing or linking to the Services except as permitted in writing; d**. Conduct or actions that could jeopardize the integrity of or circumvent the Services or proprietary information, including**: (i) attempting to, or actually reverse engineering, modifying, adapting, translating, preparing derivative works from, decompiling, interfering with the operation of, or otherwise attempting to derive source code from any part of the Application unless expressly permitted by applicable law or the Company; or (ii) accessing or using the Services to build a similar service or application or to identify or solicit Application users; (ii) contains or installs any viruses, worms, malware, Trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party.

**USE OF APPLICATION**.

Your use of the Services is non-transferable. You agree that only You may use the Application. Participation is subject to the Agreements, as well as policies and procedures that the Company may adopt or modify from time to time. Any failure to abide by the Agreements or any policies or procedures implemented by the Company, any conduct detrimental to the Application, or any misrepresentation or fraudulent activities in connection with the Services, may result in termination of Your use of the Service, as well as any other rights or remedies available to the Company.

**MODIFICATION OR TERMINATION OF THE SERVICE.**

The Company reserves the right to modify these Terms and Conditions or any other aspect of the Services, in whole or in part, at any time, with or without notice to you (except as otherwise specified herein).

**THIRD PARTY PROCESSOR.** The Application will use First Data and Clover as third-party payment processors to process any payments. When You process payments via a third-party payment processor, You shall separately read and agree to their User Agreement and comply with the agreement and the business rules of such partner which is located at https://citimerchantservices.clover.com. The Company shall assume no responsibility for any loss or damage.  We reserve the right to delay, cancel, reverse (to the extent possible) or refuse to process, any submitted transaction, if: (i) required by law or regulations or in response to a subpoena, court order, or other government order or to enforce transaction limits; (ii) We suspect the transaction involves (or has a high risk of involvement in) money laundering, terrorist financing, fraud, or any other type of financial crime or illegal activity; (iii) We reasonably suspect that the transaction is erroneous; (iv) if We suspect the transaction relates to prohibited use as set forth in this Agreement; or (v) We suspect that you have breached any terms of this Agreement. In such instances, we are under no obligation to allow you to reinstate a transaction.

**INTELLECTUAL PROPERTY**

If You believe that material located on or linked to the Application violates your copyright, please notify us in accordance with our Digital Millennium Copyright Act Policy. The Company respects the intellectual property rights of others and requests that our users do the same. Pursuant to 17 U.S.C. 512(i) of the United States Copyright Act, we will terminate a user’s access to and use of the Application if, under appropriate circumstances, the user is determined in the Company’s sole discretion, to be a repeat infringer of the copyrights or other intellectual property rights of the Company or others. We may terminate access for users who are found repeatedly to provide or post protected third-party content without necessary rights and permissions. If You are a copyright owner or an agent of a copyright owner and believe, in good faith, that any materials provided on the Application infringe upon Your copyrights, You may submit a notification pursuant to the Digital Millennium Copyright Act (see 17 U.S.C 512) (“DMCA”) by sending a properly formatted take-down notice in writing to the Company designated copyright agent at support@cppinyc.com. If the Company takes action in response to an infringement notice, it will make a good faith attempt to contact the party that made such content available by means of the most recent email address, if any, provided by that party. Any DMCA infringement notice may be forwarded to the party that made the content available or to third parties. If You believe that Your user generated content that has been removed from the Application is not infringing, or that You have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content You submitted to the Company, You may send a properly formatted counter-notice to the Company copyright agent using the contact information set forth above. If a counter-notice is received by the Company copyright agent, the Company may send a copy of the counter-notice to the original complaining party informing such person that it may reinstate the removed content in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content will be reinstated on the Application in 10 to 14 business days after receipt of the counter-notice. The Company retains all ownership of Our intellectual property, including copyrights, patents, and trademarks. This Agreement does not transfer from the Company to You any Company or third-party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with the Company. We reserve all rights that are not expressly granted to you under the Agreements. Specifically, the Application and all other trademarks that appear, are displayed, or are used on the Application or as part of the Services are registered or common law trademarks or service marks of the Company. These trademarks may not be copied, downloaded, reproduced, used, modified, or distributed in any way without prior written permission from the Company, except as an integral part of any authorized copy of the content.

**LIMITATION ON LIABILITY AND DISCLAIMER OF WARRANTIES.**

You agree that the Application is solely a technology platform, and its owner, agents, representatives, officers, directors and employees will have no liability whatsoever for any injuries, losses, claims, damages or any special, exemplary, punitive, indirect, incidental or consequential damages of any kind, whether based in contract, tort, strict liability or otherwise, resulting from any use of the Services, any failure or delay by the Application in connection with the Services, or the performance or non-performance of the Services. The Company shall have the right to choose its service partners in its sole and absolute discretion. In the event of a disruption in service from a partner, the Company shall have the right in its sole and absolute discretion to substitute that partner with another partner. Notwithstanding this disclaimer, if the Company is found liable for any loss or damage which arises out of, or is in any way connected with, any of the occurrences described in this paragraph, then its liability will in no event exceed, in total, the sum of $100.00. You agree to indemnify and hold harmless the Company from and against any and all claims and expenses, including attorneys’ fees, arising out of your use of the Application, including but not limited to your violation of the Agreements. If you have a dispute with one or more users, You release the Company from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

**NO WARRANTY.**

The Company makes no warranty of any kind regarding the Services which are provided on an “as-is” and “as-available” basis. The Company expressly disclaims all warranties, including implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and those arising by statute or otherwise in law or from a course of dealing or usage of trade. The Company is not responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Services, including without limitation, that the Services will be error-free, or as to the accuracy, completeness and timeliness of any content or information distributed with respect to the services. SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY AND DISCLAIMER OF IMPLIED WARRANTIES, SO THE DISCLAIMERS AND LIMITATIONS ABOVE MAY NOT APPLY TO YOU.

**ENTIRE AGREEMENT; SEVERABILITY.**

The Agreements contain all of the terms of the Services, and no representations, inducements, promises or agreements concerning the Services not included in this Agreement shall be effective or enforceable. If any of the terms of this Agreement shall become invalid or unenforceable, the remaining terms shall remain in full force and effect.

**GOVERNING LAW.**

THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PROVISIONS THEREOF.

**ARBITRATION.**

In the event of a dispute between You and the Company, You and the Company agree that a prompt and fair resolution, without the time and expense of formal court proceedings, would be in both parties mutual interests. **ANY CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO YOUR USE OF THE APPLICATION OR TO ANY ACT OR OMISSION FOR WHICH YOU MAY CONTEND** shall be submitted to **final and binding arbitration** to be conducted in Queens County, New York. **MANDATORY ARBITRATION REPLACES THE RIGHT OF EITHER PARTY TO GO TO COURT AND DEMAND A JURY TRIAL.** The party filing the arbitration must choose one of the following arbitration firms and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association, (http://www.adr.org) or JAMS (<http://www.jamsadr.com>). In the event that the selected firm cannot administer the arbitration, the party filing the arbitration will select the other firm. Each party will bear its own expenses, except that the arbitrator will be entitled to award a different allocation of costs and fees where the arbitrator determines that a filed claim is frivolous. **THE ARBITRATOR SHALL NOT HAVE THE POWER TO AWARD DAMAGES IN CONNECTION WITH ANY DISPUTE IN EXCESS OF ACTUAL COMPENSATORY DAMAGES AND SHALL NOT MULTIPLY ACTUAL DAMAGES OR AWARD CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, AND EACH PARTY IRREVOCABLY WAIVES ANY CLAIM THERETO**. Any award rendered by the arbitrator will be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The Federal Arbitration Act will govern the interpretation and enforcement of this section. During the dependency of such arbitration and until final judgment thereon has been entered, these Terms and Conditions will remain in full force and effect unless otherwise terminated as provided hereunder. **JUDGMENT UPON ANY AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED BY ANY STATE OR FEDERAL COURT HAVING JURISDICTION NEAREST TO QUEENS COUNTY, NEW YORK. YOU SHALL NOT BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CONSUMERS OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** If a provision of this clause is held to be invalid, the remainder of the clause will remain in full force and effect, and, to this end, the provisions of this clause are severable. In the event that any State or Federal court rules that this arbitration provision is defective in whole or part or permits an action to be filed in a State or Federal court then the parties agree to have their dispute heard before a court located nearest to Ridgewood, New York. The parties also agree to have any such dispute heard before a Judge and waive any rights to a trial by jury **THAT THE COMPANY IS LIABLE, INCLUDING BUT NOT LIMITED TO ANY CLAIM OR CONTROVERSY AS TO ARBITRABILITY.**

**INDEMNIFICATION.** For purposes of this Agreement Indemnified Parties" refer to as Leonard Cascia and

CPPI Inc its subsidiaries and affiliates, and co-venturers of the "Condiment Packet Piercer “and other

personnel in or associated with the Property and Leonard Cascia and CPPI Inc of rights relating to the

Property, and the person or firm whose rights are being licensed hereunder and, where applicable, sponsors

of the Property and their respective advertising agencies, and officers, directors, employees and agents of

each of the foregoing and all persons connected with and or employed by them and each of them.

Except for the rights licensed hereunder by Leonard Cascia to Shenzhen Abery Mold & Plastics Co., Ltd  
 indemnifies and shall hold harmless the Indemnified Parties and each of them from and against the costs and

expenses of any and all claims, demands, causes of action and judgments arising out of the unauthorized use of any IMAGE DESIGN, process, method or device or out of infringement of any copyright, trade name, patent or libel or invasion of the right of privacy, publicity, or other property fight, or failure to perform, or any defect in or

use of the Licensed Products, the infringement or breach of any other personal or property right of any person, firm or corporation by Leonard Cascia or CPPI Inc and Shenzhen Abery Mold & Plastics Co., Ltd its officers, employees, agents or anyone, directly or indirectly, acting by, though, on behalf of, pursuant to contractual or any other relationship with Leonard Cascia or CPPI Inc or Shenzhen Abery Mold & Plastics Co., Ltd in connection with the preparation, manufacture, distribution, advertising, promotion and or sale of the Licensed Products and or any material relating thereto and or naming or referring to any performers, personnel, marks and or elements.

With respect to the foregoing indemnity, [ INSERT CUSTOMER NAME BOX, 32 characters long] shall defend and hold harmless Shenzhen Abery Mold & Plastics Co., Ltd AND CPPI Inc / Leonard Cascia Indemnified Parties and each of them at no cost or expense to them whatsoever, including but not limited to attorneys' fees and court costs. Shenzhen Abery Mold & Plastics Co., Ltd and CPPI Inc and Leonard Cascia shall have the right to defend any such action or proceeding with attorneys of its own selection at the customers expense who is placing this order.

When you agree you are stating that you have the rights too and are authorized to use this custom logo or licensed image logo to be imprinted on our product and that you are the person legally and financially responsible for doing so.

Place an agree check box here.

Continue on button should not be highlighted until the [ INSERT CUSTOMER NAME BOX, 32 characters long] document has been filled and agreed to.

**ASSIGNMENT.**

The Company may assign its rights and obligations pursuant to these Terms and Conditions without prior notice. You may not assign your rights or obligations pursuant to these Terms and Conditions.

**COMMUNICATION BETWEEN US.**

You understand that the Company may monitor, tape and/or record any conversation that may occur between us. However, the Company is not obligated to do so and it may choose not to do so. You authorize the Company to contact You at its discretion by using prerecorded messaging, predictive dialing devices, and electronic messaging including but not limited to SMS, Text, MMS, Chat, IM, and Email. If You choose not to be contacted by this method, please contact member services.

**IF YOU INTEND TO USE THIS SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS ALONG WITH THE DISPUTE RESOLUTION AND ARBITRATION AGREEMENT AND WILL BE BOUND BY THESE AGREEMENTS.**