



TERMS AND CONDITIONS OF USE

Last updated November 2023

In this Terms and Conditions of Use Agreement (“Agreement,” “Terms of Use, or “Terms”), “Joy Cone,” “we,” “us,” or “our” refers to Joy Cone Co., and its affiliates. Joy Cone provides certain services and the use of our site <https://joycone.com/> (the “Site”) to you subject to the following terms and conditions.

PLEASE READ THE ENTIRE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE YOU CONTINUE. BY ACCESSING THIS WEBSITE OR USING ANY OF ITS FEATURES, YOU AGREE TO THESE TERMS OF USE AND ARE DEEMED TO HAVE ACCEPTED THE TERMS AND CONDITIONS OF USE IN THEIR ENTIRETY. IF YOU DO NOT AGREE PLEASE REDIRECT YOUR BROWSER AND EXIT THE SITE.

1. General

Welcome to the Site: <https://joycone.com/>, which is owned and operated by Joy Cone Co.

Joy Cone is an independent, 100% employee-owned business practicing the art of cone baking since 1918. Joy Cone currently produces over 2 billion cones each year from four locations in Pennsylvania, Iowa, Arizona, and Mexico. From these facilities, Joy Cone produces a full portfolio of products including staples in the business: cake cones, sugar cones, waffle cones, and waffle bowls. Joy Cone cares about every step of the process from how to make batter, to how to do business with customers, and how to work with employees. Joy Cone believes personal attention and a commitment to doing its best, are key ingredients in turning 100 years of baking knowledge into 100 more years of success.

2. Terms

This Agreement sets forth guidelines for the use and viewing of our Site. By browsing to or using the Site, you (as a “User”) agree to these Terms of Use. A “User” is defined as any individual browsing or using the Site. These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Joy Cone, concerning your access to and use of the Site as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto.

Joy Cone reserves the right, at its sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. Joy Cone will post any changes to these Terms of Use on the Site. All changes are effective immediately when we post them and apply to all access to and use of our Site thereafter. Your continued use of our Site following the posting of revised Terms and Conditions of Use means that you accept and agree to the changes. We encourage you to periodically review this page for the latest information on our Terms of Use, as they are binding on you. Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We will alert you about any changes by updating the “Last updated” date of these Terms, and you waive any right to receive specific notice of each such change. Joy Cone may terminate your right to and deny you access to this Site if, in our sole discretion, you fail to comply with any term or provision of this Agreement, or for any other reason whatsoever.

Use of this Site is limited to persons eighteen (18) years of age and over. The policy of Joy Cone, as the operator of this Site, is to NOT knowingly collect any personal information from persons under the age of

thirteen (“13”), including “individually identifiable information,” as defined by the Children’s Online Privacy Protection Act (“COPPA”). If you are under the age of 13, you should leave the Site without providing any information about yourself. Any access to or use of this Site by anyone under the age of majority requires consent to this Agreement by a parent or legal guardian. **By accessing or using the Site, you represent and warrant to us that you are either a legal adult or, if under the age of majority, have obtained proper consent from a parent or legal guardian to your use of the Site and to be subject to the terms of this Agreement. By using the Site and any services connected therewith, you represent and warrant that you have the right, authority, and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.**

3. Privacy Policy

Joy Cone may collect certain User information that is voluntarily provided by you or with your permission. For example, we may ask you for information, such as your name and e-mail address, when you connect with us using our ‘Contact Us’ or ‘Quality Feedback’ plugins or when you subscribe to our Newsletters. When you provide information to Joy Cone in connection with your access to or use of the Site, you agree to provide only true, accurate, current, and complete information.

In addition to these Terms of Use, your personally identifiable information obtained by us from this Site is subject to our Privacy Policy, which you can access here:[LINK](#). For more information, please see our Privacy Policy.

Joy Cone Privacy Policy describes your privacy rights related to the use of that information. If you would like to exercise your rights, you may contact us using the information below to submit your request:

Joy Cone Co.
3435 Lamor Rd.,
Hermitage, PA 16148
Attention: PRIVACY OFFICER
By Phone: +1 (800) 242-2663
By Email: privacy@joybakinggroup.com

4. Copyright, Trademark, and Site Mark Information

The Site and all digital content in any form on the Site, including all designs, text, graphics, pictures, video, audio, information, applications, and other files, and their selection and arrangement (each, “Digital Content”) are the exclusive property of Joy Cone, its licensors, or other third parties and are protected by copyright, trademark, and other intellectual property laws. Users may not modify, transmit, publish, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display, or in any way exploit, any of the Digital Content, in whole or in part.

Joy Cone logos are proprietary trademarks and may not be used in connection with any product or material that is not provided by Joy Cone, or in any manner that is likely to cause confusion among Users, or in any manner that disparages or discredits Joy Cone. Proprietary Joy Cone marks include, but are not limited to the following:



All other trademarks displayed on the Site are the trademarks of their respective owners and may only be used with the permission of the owner. The display of the trademarks of third parties constitutes neither: (i) an endorsement or recommendation of those third parties; nor (ii) an endorsement of Joy Cone by those third parties.

5. Notification of Claimed Copyright Infringement

If you believe that your work has been copied and is accessible on our Site in a way that constitutes copyright infringement, you may notify us by providing our copyright agent the following information:

- a) A description of the copyrighted work that you claim has been infringed;
- b) Identification of the URL or other specific location on the Site where the material you claim is infringing is located;
- c) Your name, address, telephone number, email address, and statement that you are an authorized person to act on behalf of the owner of the copyright;
- d) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- e) An affidavit submitted by you, sworn to, and made under the penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are an authorized agent to act on behalf of the copyright owner.

Pursuant to Section 512 of the Copyright Revision Act, as amended by the Digital Millennium Copyright Act, Joy Cone designates the following individual as its agent for receipt of notifications of claimed copyright infringement:

Joy Cone Co.
3435 Lamor Rd.,
Hermitage, PA 16148
Attention: COPYRIGHT NOTICE
By Phone: +1 (800) 242-2663
By Email: privacy@joybakinggroup.com

6. Voluntary Submission

Joy Cone may collect User information that is voluntarily provided by you or with your permission. For example, we may ask you for information, such as your e-mail address, when you request more information about a product. When you provide information to Joy Cone in connection with your access to or use of the Site, you agree to provide only true, accurate, current, and complete information. You hereby grant Joy Cone a perpetual, irrevocable, royalty-free, transferable right and license to use, modify, reproduce, transmit, publish, display, delete and distribute any information (except order information sent

via email or phone) or materials you share with us throughout the world in any media, including any text, images and videos shared by you with us on social media (e.g., Instagram™, Facebook™ etc.) or submitted through reviews and ratings. You also grant us the right to use the name and social media handle that you use when you share content with us in connection with that content. When you share content to us, you will disclose any affiliation you have and you will not share anything that contains harmful computer code, references other websites, or is false, misleading, illegal, defamatory, libelous, hateful, racist, biased, threatening or harassing.

7. Accessing the Site and Account Security

We reserve the right to withdraw or amend our Site, and any service or material we provide on our Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of our Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our Site, or the entirety of our Site, to Users. Each User acknowledges and accepts that Joy Cone does not guarantee continuous, uninterrupted or secure access to the Site and operation of the Site may be interfered with or adversely affected by numerous factors or circumstances outside of our operation or control.

You are responsible for making all arrangements necessary for you to have access to our Site; and ensuring that all persons who access the Site through your internet connection are aware of these Terms of Use and comply with them.

You may not violate or attempt to violate the security of our Site, including, without limitation, (a) accessing data not intended for you or logging on to a server or an account which you are not authorized to access; (b) using any portion of our Site for unintended purposes or trying to change the behavior of our Site; (c) attempting to probe, scan or test the vulnerability of a system or network or breach security or authentication measures without proper authorization; (d) attempting to interfere with service to any user, host, or network, including without limitation via means of submitting a virus to our Site, overloading, flooding, spamming, mailbombing or crashing; (e) forging any Transmission Control Protocol/Internet Protocol (TCP/IP) packet header or any part of the header information in any email or blog posting; or (f) forging communications on behalf of Joy Cone (impersonating Joy Cone), or forging communications to our Site (impersonating as a legitimate User).

We may prosecute you to the full extent of the law for any violation of these Terms.

8. Disclaimer

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

USE OF THE SITE IS AT YOUR SOLE RISK. NEITHER JOY CONE, ITS SUBSIDIARIES, ITS AFFILIATES, NOR ANY OF ITS RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO WE OR THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE WEBSITE, OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION PROVIDED THROUGH THE WEBSITE.

THE WEBSITE, SERVICES AND INFORMATION CONNECTED THEREWITH ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR

COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE.

ALL INFORMATION AVAILABLE THROUGH THE SITE IS FOR INFORMATIONAL PURPOSES ONLY. BEFORE YOU ACT ON ANY INFORMATION YOU HAVE FOUND ON THE SITE, YOU SHOULD INDEPENDENTLY CONFIRM ANY FACTS THAT ARE IMPORTANT TO YOUR DECISION. IF YOU RELY ON ANY INFORMATION OR SERVICE AVAILABLE THROUGH THE SITE, YOU EXPRESSLY AGREE THAT YOU DO SO AT YOUR OWN RISK.

9. Limitation of Liability

IN NO EVENT WILL JOY CONE, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE SITE OR THE CONTENT INCLUDED THEREIN, BE LIABLE IN CONTRACT, IN TORT (INCLUDING FOR ITS OWN NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY) FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR SIMILAR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, LOSS OF USE OR SIMILAR ECONOMIC LOSS, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, JOY CONE, ANY THIRD PARTY SUBLICENSEE OF JOY CONE, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND AGENTS, ARE NOT LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR SIMILAR DAMAGES ARISING OUT OF OR RESULTING FROM ANY USER GENERATED CONTENT PROVISIONS CONTAINED HEREIN, INCLUDING WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST PROFITS, LOST SAVINGS, OR LOST REVENUES, HOWEVER SUCH DAMAGES ARE CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH INJURY, DAMAGES, LOSSES OR EXPENSES.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

10. Indemnification

You agree to defend, indemnify, and hold harmless Joy Cone and its affiliates and their respective directors, members, officers, employees, and agents (collectively, the "Indemnified Parties") from and against any and all claims, actions, demands, damages, costs, liabilities, losses and expenses (including

reasonable attorneys' fees) arising out of your use of the Site, including but not limited to, the violation of this Agreement, or infringement of any intellectual property rights.

Further, you agree to indemnify, and hold harmless the Indemnified Parties from and against any and all claims, actions, demands, damages, costs, liabilities, losses and expenses (including reasonable attorneys' fees) arising out of any breach by you of any User Generated Content provisions contained herein.

Without limiting anything set out above, you hereby release each of the Indemnified Parties from all damages, liability claims, actions, demands and costs of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to the use of the Sites and the provisions contained herein, including any provisions relating to the Uniform Commercial Code.

If you are a California resident, you expressly waive California Civil Code §1542, which provides: "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."

11. Technology Export Control

Through the Bureau of Industry and Security and its use of the Export Administration Regulations, the United States government has implemented export control laws that regulate the export and re-export of technology originating from within the United States. This technology includes the electronic transmission of information or software. The export control laws regulate the exporting or re-exporting of this technology to foreign countries and to certain foreign nationals. As a User you agree to abide by these laws and regulations, including but not limited to, the Export Administration Act, U.S. Foreign Corrupt Practices Act and the Arms Export Control Act and not to transfer, by electronic transmission or otherwise, any Digital Content from the Site to either a foreign national or foreign destination in violation of such laws.

12. Term and Termination

These Terms of Use shall remain in full force and effect at all times while you use the Site.

WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE WITHOUT WARNING, IN OUR SOLE DISCRETION.

13. Third-Party Content

The Site may include links to sites owned and maintained by third parties not related to Joy Cone (collectively referred to as "Third-Party Sites"). Any such links to the websites or other properties of third parties are provided for your convenience only, and such links do not imply endorsement by Joy Cone or affiliation of such Third-Party Sites or the content contained therein. You acknowledge that we are not responsible for the availability of, or the content, or products located through any Third-Party Sites. You

should contact those Third-Party Sites if you have any concerns regarding such links. Your use of any Third-Party Sites is subject to the terms & conditions of use and privacy policies of those sites. We encourage you to review all of the Third-Party Sites' policies.

Joy Cone disclaims all warranties, express or implied, as to the accuracy, legality, reliability, or validity concerning any Third-Party Sites and their product or content offerings, and you agree that any recourse for dissatisfaction or problems with any Third-Party Sites must be directed to the third party and not Joy Cone.

Any opinions, advice, statements, offers, or other information or content expressed or made available by third parties, are those of the third party and not of Joy Cone.

14. Prohibited Activities

The following actions are not allowed on the Site:

- a) You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs, or other material that is malicious or technologically harmful;
- b) You must not attempt to gain unauthorized access to our Site, the server on which our Site is stored, or any server, computer or database connected to our Site;
- c) You must not attack our Site via a denial-of-service attack or a distributed denial-of-service attack;
- d) You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists;
- e) You must not establish a link to our Site from any website that is not owned by you; and
- f) Our Site must not be framed on any other site, nor may you create a link to any part of our Site other than the homepage.

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. We reserve the right to withdraw linking permission without notice. If you wish to link to or make any use of content on our Site other than that set out above and in our Privacy Policy, please contact us at privacy@joybakinggroup.com.

By breaching any of the provisions above, you would commit a criminal offense. We will report any such behavior to the relevant law enforcement authorities, and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, notice, or liability, remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (4) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

15. Governing Jurisdiction

The Site can be accessed from the United States, Mexico and from other countries around the world. Although each of these jurisdictions have laws that may differ from those of the United States, by accessing the Site, if you are located outside of the United States, you agree that all matters relating to access to, or use of, the Site, or any other hyperlinked website, shall be governed by the federal laws of the United States without regard to any principles of conflicts of law. Accordingly, this Agreement will be governed by and construed in accordance with the laws of the United States of America and the laws of the State of Pennsylvania, without regard to any principles of conflicts of law. Any and all services and rights of use hereunder are considered performed in the United States of America and you agree that any action at law or in equity that arises out of or relates to Joy Cone or these Terms of Use will be filed only in the state or federal courts located in the State of Pennsylvania, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

16. Compliance with Laws and International Use

You assume all knowledge of applicable laws and are responsible for compliance with any such laws. You may not use the Site in any way that violates applicable state, federal, or international laws, regulations, or other government requirements.

Furthermore, we make no representation that Digital Content on the Site is appropriate or available for use in locations outside the United States and accessing the Digital Content from territories where such Digital Content is illegal is prohibited. Those who choose to access the Site from other locations outside of the United States do so on their own initiative and at their own risk and are responsible for compliance with those local laws and regulations.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

17. Miscellaneous Terms

These Terms of Use in conjunction with our Privacy Policy constitute the entire agreement and understanding between you and Joy Cone with respect to your use of the Site, superseding any prior agreements and understandings, and these Terms govern your use of the Site. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. Our failure to enforce or exercise any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is determined to be unlawful, void, or unenforceable for any reason, the other provisions (and any partially enforceable provisions) shall not be affected thereby and shall remain valid and in full force and effect. You agree that these Terms of Use may be assigned by Joy Cone, in our sole discretion, to a third party in the event of a merger or acquisition or change of control. The section titles and headings in these Terms of Use are for convenience only and have no legal or contractual effect.

No agency, partnership, joint venture, or employee-employer relationship is intended or created by these Terms of Use.

Any rights not expressly granted herein are reserved by and for us.

YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

Joy Cone will use commercially reasonable efforts to promptly respond and resolve any problem or question.

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