

DRISCOLL'S THE DOT APP TERMS OF USE

Welcome to The Dot!

The Dot App is the Driscoll's, Inc. family of affiliated companies ("**Driscoll's**") mobile employee communications platform. The purpose of The Dot App is to allow you to engage with important content that is curated by Driscoll's specifically for its workforce.

Your use of The Dot App, and all features within the platform or related to The Dot App, are subject to these Terms of Use ("**Terms**"). Participation in The Dot App use is completely voluntary and is not required as part of your job duties and responsibilities as a Driscoll's employee, and should not be used to perform any compensable work. Access to The Dot App may be initiated or terminated at any time by Driscoll's in Driscoll's sole discretion.

Please read these Terms carefully before using The Dot App. By using The Dot App, you accept and agree to be bound and abide by these Terms, the Driscoll's [PRIVACY POLICY](#), [COOKIE Policy](#), and other Driscoll's policies applicable to you, which are incorporated herein by this reference. If you do not agree to these Terms, the [PRIVACY POLICY](#), or [COOKIE Policy](#) you must not access or use The Dot App.

Driscoll's uses an outside vendor, Firstup Inc. ("**Firstup**"), to host The Dot App platform. These Terms apply to your use of The Dot App and do not apply to similar platforms that may be hosted directly by Firstup or other organizational users of the Firstup platform. To learn about the data practices of Firstup with respect to the information that Firstup collects, uses and discloses when you interact with The Dot App and the FirstUp platform, please visit the Multi-Tenant Privacy Policy of Firstup available [HERE](#). By using The Dot App, you accept and agree to be bound and abide by the Firstup Multi-Tenant Privacy Policy. Firstup may change or amend its Multi-Tenant Privacy Policy from time to time, in its sole discretion, and continued use of The Dot App after the date that a change becomes effective constitutes consent to any changed terms. Driscoll's encourages you to review the Firstup Multi-Tenant Privacy Policy whenever you access and use The Dot App in order to stay informed about the information practices of Firstup and the choices available to you.

These Terms may change or be amended by Driscoll's from time to time, in Driscoll's sole discretion, and continued use of The Dot App after the date a change becomes effective constitutes your consent to any changed terms. If Driscoll's makes changes to these Terms, Driscoll's will attempt to notify you by revising the date at the bottom of the Terms, and, in some cases, Driscoll's may provide you with additional notice (such as adding a statement to The Dot App or sending you a notification). Driscoll's encourages you to review these Terms whenever you access and use The Dot App, in order to stay informed about the term and information practices and the choices available to you.

Your The Dot Profile

Eligible users will be invited to join as a user of The Dot App and create a user profile by providing certain information, including first name, last name, a photograph, email, phone number and office location. Some details, like your Driscoll's email address, may be provided by your human resources or communications department. All users will need to be natural persons, and no aliases or bots are allowed. You are solely responsible and liable for any use of your account, and you agree to notify Driscoll's immediately of any unauthorized use or disclosure of your password and/or account. Posting your picture on your profile is strictly optional. Please keep in mind that anyone with access to The Dot App may have

access to certain profile information and your photo and can copy it, share it, etc. When choosing a profile picture, use an appropriate picture of only yourself. Do not use copyrighted images or pictures of fictional characters or avatars unless approved in advance by Driscoll's.

The Dot App Content

Driscoll's curates The Dot App content for its workforce. Such content includes the following types of content:

Driscoll's Created Content. The Dot App contains certain content that is created by Driscoll's and viewable by employees within The Dot App.

Third-Party Content. The Dot App may contain content, links or apps that are supplied by a third party and, when you are on The Dot App, you may be directed to other sites and apps that are operated and controlled by third parties that Driscoll's does not control. Driscoll's is not responsible for the data collection or privacy practices of any of these third parties or their sites or apps, and they may be tracking you across multiple online services and may be sharing the results of that tracking with us and/or others. These third parties may have their own terms of service, privacy policies or other policies and ask you to agree to the same. For example, if you "click" on a link, the "click" may take you off The Dot App onto a different location. These other online services may associate their tracking technologies with you, independently collect information about you, including personal information, and may or may not have their own published privacy policies. Driscoll's is not responsible for these third-party sites or apps or their privacy policies or practices.

Submissions. All users of The Dot App are permitted to interact with The Dot App and in certain instances, submit feedback and/or their own content to The Dot App ("Submission(s)"). Users are required to submit feedback as directed and content in approved file-types for Submissions. You acknowledge and agree that you will not receive any compensation or consideration by Driscoll's for any Submission. Submissions are subject to review by The Dot App program administrators. All Submissions that are approved for posting will be published for internal use only and will not be published as shareable content. All Submissions must be consistent with Driscoll's Code of Business Conduct. Violation of these policies may lead to discipline from limitation or removal of your right to use The Dot App, up to and including termination of employment.

By submitting, publishing, or otherwise posting any Submission to or through The Dot App, you hereby grant Driscoll's a non-exclusive, irrevocable, sub-licensable, worldwide, fully-paid, royalty-free license to use, modify, publicly perform, publicly display, reproduce, and distribute the Submission in any and all current or future forms of media without further consideration or the need to seek third party permission. This license includes the right to host, index, cache, distribute, and tag any Submission, as well as the right to sublicense Submissions to third parties, including other users, for use on other current or future forms of media or platforms, such as for use on mobile phones, in video or computer programs. You represent and warrant that (i) that you own the material contained in the Submission or that you have the right to grant the license in this paragraph; (ii) displaying, publishing or posting the Submission, and Driscoll's use of the Submission as allowed by this license does not and will not violate the privacy rights, publicity rights, or intellectual property rights of any person or entity; and (iii) your Submissions do and will comply with these Terms. Driscoll's has no obligation to use any Submission.

Ownership

The Dot App and all content that is included in or are otherwise a part of The Dot App, including, without limitation: graphics; layout; text; content; instructions; images; audio; videos; designs; advertising copy; trademarks; logos; domain names; trade names; service marks and trade identities; any and all copyrightable material (including source and object code); the “look and feel” of The Dot App; the compilation, assembly and arrangement of the materials of The Dot App; and all other materials related to The Dot App are owned, controlled or licensed by Driscoll’s, its subsidiaries or affiliates and are protected from unauthorized use, copying and dissemination by U.S. and international copyright, trademark, patent, publicity and other laws, rules, regulations and international treaties. Except as expressly set forth in these Terms or otherwise expressly granted to you in writing by Driscoll’s, no rights (either by implication, estoppel or otherwise) are granted to you. The Driscoll’s name, logo, and all related names, logos, product and service names, designs and slogans are trademarks or service marks of Driscoll’s or its affiliated companies or licensors. You must not use such marks without Driscoll’s prior written permission.

Use Restrictions

Use of The Dot App is subject to the following rules. Driscoll’s may terminate your account if it believes, in its sole discretion, that you have violated any of these rules, these Terms, any law, or for no reason at all. Driscoll’s reserves the right to monitor, though it may not necessarily do so, any and all responses, postings, or other User-Submitted Content sent or posted to The Dot App, and reserves the right to remove or to refuse to post anything that Driscoll’s, in its sole discretion, views to be in violation of these rule, the law, or is otherwise inappropriate.

You understand and acknowledge that you will not:

- transmit software viruses, worms, Trojan horses, or any other computer code, files, or programs to interrupt, destroy, harm, or limit the functionality of any computer software or hardware or telecommunications equipment, or use The Dot App to do so;
- harm or threaten to harm Driscoll's, Driscoll’s personnel, any other user of The Dot App or any other individual;
- pretend to be Driscoll's, Driscoll’s personnel, or otherwise misrepresent your identity or affiliation in any way;
- link to another website or include third party content in any post, unless you receive Driscoll's prior express written consent;
- use The Dot App for any illegal, immoral, or corrupt purpose;
- collect or harvest any personal data of any user of The Dot App;
- link to another website or include third party content in any post, unless you receive Driscoll's prior express written consent;
- violate or infringe anyone's intellectual property rights, rights of publicity or rights of privacy;
- interfere with or disrupt The Dot App, or disobey any requirements, procedures, policies, or regulations of networks connected to The Dot App;
- upload, post, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, libelous, invasive of another's privacy, vulgar, obscene, pornographic, hateful, or racially, ethnically, or otherwise objectionable or harmful as determined by Driscoll’s in its sole discretion; or

- upload, post, transmit or otherwise communicate any content that contains business solicitations of any type, including advertising a product or service, offering a product or service for sale, or directing users to a location for more information about a product or service.

Content Guidelines

Internal Communications. The Dot App content that is marked “internal” is intended only for internal use and may not be distributed externally.

Protect confidential and propriety information. Users should assume that The Dot App content is confidential and proprietary information of Driscoll’s and may not be distributed externally or shared with third parties.

Respect your audience and your coworkers. Remember and respect that Driscoll’s is a global organization whose employees and customers reflect a diverse set of customs, values and points of view. Use of The Dot App should not include any comments about coworkers, supervisors, Driscoll’s or Driscoll’s business partners that are vulgar, obscene, threatening, intimidating, harassing, or a violation of Driscoll’s workplace policies against discrimination, harassment or hostility on account of race, color, religion, national origin, gender, sex, age, protected veteran status, sexual orientation, gender identity, genetic information, or mental or physical disability, as listed in the Code of Business Conduct.

Analytics

Driscoll’s uses certain analytical tools provided by FirstUp to measure user-engagement metrics pertaining to The Dot App. By using The Dot App, you agree to the collection and use of data for this purpose in accordance with these Terms and the Driscoll’s [PRIVACY](#) and [COOKIE Policy](#).

Reliance on Information Posted

The content and materials provided on or through The Dot App is made available solely for general information purposes. Driscoll’s and its subsidiaries, affiliates and each of their employees, directors, officers, agents, contractors, licensors, and service providers (collectively, “**Driscoll’s Parties**”) make no representation or warranty whatsoever regarding the completeness, accuracy, timeliness, or adequacy of any information, facts, views, opinions, statements, or recommendations contained on The Dot App. Reference to any product, process, publication, or service of any third party by trade name, domain name, trademark, service mark, logo, manufacturer, or otherwise does not constitute or imply its endorsement or recommendation by Driscoll’s or the Driscoll’s Parties. The Driscoll’s Parties disclaim all liability and responsibility arising from any reliance placed on such content, materials or information by you or anyone who may be informed of their contents.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE DOT APP IS AT YOUR SOLE RISK. THE DOT APP, INCLUDING, WITHOUT LIMITATION, ALL DRISCOLL’S CONTENT ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" AND “WITH ALL FAULTS” BASIS. TO THE FULLEST EXTENT PROVIDED BY LAW, THE DRISCOLL'S PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY,

FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO THE DOT APP AND THE DRISCOLL'S CONTENT.

THE DRISCOLL'S PARTIES DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE DOT APP, OR ENABLED BY OR THROUGH THE DOT APP (INCLUDING ANY UPDATES) WILL MEET YOUR REQUIREMENTS; THAT THE OPERATION OF THE DOT APP, (INCLUDING ANY UPDATES) WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS IN THE DOT APP (INCLUDING ANY UPDATES) WILL BE CORRECTED; OR THAT THE DOT APP WILL BE FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES OR MALWARE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DRISCOLL'S OR THROUGH DRISCOLL'S FROM THE DOT APP SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

THESE DISCLAIMERS OF WARRANTY CONSTITUTE AN ESSENTIAL PART OF THESE TERMS. NO USE OF THE DRISCOLL'S CONTENT OR THE DOT APP IS AUTHORIZED HEREUNDER EXCEPT PURSUANT TO THESE DISCLAIMERS.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation of Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES WILL THE DRISCOLL'S PARTIES BE LIABLE TO YOU FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE DOT APP, INCLUDING ANY CONTENT ON THE DOT APP OR WEBSITES LINKED TO FROM THE DOT APP, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF DRISCOLL'S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM THE USE OF OR THE INABILITY TO USE THE DOT APP.

YOUR ACCESS TO AND USE OF THE DOT APP IS AT YOUR RISK. IF YOU ARE DISSATISFIED WITH THE DOT APP OR THE DRISCOLL'S CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE DOT APP OR CONTENT.

Indemnification

BY ACCESSING THE DOT APP, REGISTERING WITH THE DOT APP, AND/OR ACCEPTING OR PROVIDING ANY INFORMATION FROM OR TO THE DOT APP, YOU AGREE TO DEFEND (IF REQUESTED BY DRISCOLL'S), INDEMNIFY AND HOLD THE DRISCOLL'S PARTIES HARMLESS FROM AND AGAINST ANY ACTUAL OR ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, AND ALL COSTS AND EXPENSES OF DEFENSE (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING OUT OF OR RELATING TO: (A) YOUR BREACH OF THESE TERMS; (B) YOUR VIOLATION OF ANY LOCAL, STATE, FEDERAL, OR INTERNATIONAL LAW, RULE, OR REGULATION; (C) A CLAIM BY A THIRD PARTY THAT IS BASED ON YOUR USE OF THE DOT APP OR THE DRISCOLL'S CONTENT; (D) INFORMATION OR MATERIAL POSTED OR TRANSMITTED THROUGH YOUR DEVICE, COMPUTER, OR ACCOUNT, EVEN IF NOT SUBMITTED BY YOU; (E) ANY MISREPRESENTATION MADE BY YOU; (F) ANY DISPUTE BETWEEN YOU AND

ANOTHER USER OF THE DOT APP; (G) THE THEFT, MISAPPROPRIATION OR DISCLOSURE OF YOUR PASSWORD OR OTHER ACCOUNT DETAILS; OR (H) YOUR AUTHORIZATION OF ANYONE ELSE TO USE YOUR PASSWORD; OR (I) DRISCOLL'S USE OF THE SUBMISSIONS. YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN DRISCOLL'S DEFENSE OF ANY CLAIM. DRISCOLL'S RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT, IN ANY EVENT, SETTLE ANY MATTER WITHOUT THE WRITTEN CONSENT OF DRISCOLL'S.

Entire Agreement

These Terms constitute the entire agreement between you and Driscoll's and govern your use of The Dot App, superseding any prior agreements between you and Driscoll's, whether written or oral, relating to the foregoing.

Waiver and Severability

If any provision of these Terms is held to be invalid by any law, rule, order or regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision of these Terms. In the event that any provision of these Terms shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of these Terms shall continue in full force and effect. The failure of Driscoll's to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

Limitation on Time to File Claims; No Class Action

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of The Dot App or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. You further agree that any disputes, claims, and causes of action arising out of or connected with the Sites and/or these Terms will be resolved individually, without resort to any form of class action.

Governing Law; Third Party Disputes

By using The Dot App, you agree that these Terms and the relationship between you and Driscoll's is governed by the laws of the State of California, without regard to its conflict of law principles, to the extent such principles would require or result in the application of another state's laws. All disputes in relation thereto shall be subject to the exclusive jurisdiction of the federal courts located in the State of California.

In the event that you have a dispute with another user or other party related to The Dot App, you release Driscoll's (and our officers, directors, agents, subsidiaries, joint ventures and employees) from all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

Force Majeure

Driscoll's is not responsible for damages, delays, or failures in performance resulting from acts or occurrences beyond its reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies: any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

Termination

Driscoll's reserves the right to terminate your access to and use of The Dot App at any time, in its sole discretion, without notice and liability, including, without limitation, if Driscoll's believes your conduct fails to conform with these Terms. Driscoll's also reserves the right to investigate suspected violations of these Terms. Any violation, or potential violation, of these Terms may be referred to law enforcement authorities. Upon termination of your access to The Dot App, or upon demand from Driscoll's, all rights granted to you under these Terms will cease immediately, and you agree that you will: (i) immediately discontinue use of The Dot App, including links to The Dot App; and (ii) destroy all Driscoll's Content obtained from The Dot App and all related documentation. If these Terms or your permission to use The Dot App is terminated by Driscoll's for any reason, these Terms will nevertheless continue to apply and be binding upon you in respect of your prior use of The Dot App and anything relating to or arising from such use.

Contact Us

In the event of a complaint or concern regarding these Terms or The Dot App, or for more information, please contact Driscoll's by email at employee.communications@driscolls.com, or write us at Driscoll's, Inc. P. O. Box 50045, Watsonville, CA 95077-50450.