

**Smith Island Baking Company, Inc. Web Site www.smithislandbakingco.com
General Policies and Terms of Use**

Effective Date: July 29, 2009

1. INTRODUCTION.

This website (the “**Site**”) is owned and operated by Smith Island Baking Co., Inc. (“**SIBC**”). By using the Site each visitor (“**you**” or “**your**”) agrees to follow and to be bound by these terms and conditions of use (the “**Terms of Use**”). SIBC reserves the right to modify, alter, or otherwise update the content on the Site, these Terms of Use, the SIBC privacy policy, contained herein, and any other SIBC policies posted on the site (collectively, the “**SIBC Policies**”) at any time. SIBC will post such changes to the Site, and you agree to monitor the Site and the SIBC Policies for such revisions. By using the Site, you agree to be bound by the SIBC Policies, and your continued use of the Site and/or the products or services offered by or hosted by SIBC (the “**Services**”) following the posting of any changes to the SIBC Policies will constitute your acceptance of such changes. By purchasing or otherwise using any of the Services, you accept the end user license agreement and/or other terms and conditions specific to such Services, and your use of such Services is governed by the applicable terms and conditions. If you are an end user of the Services or a reseller of the Services, you will be required to agree to additional terms and conditions.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS, THEN DO NOT CONTINUE USING THE SITE. BY CONTINUING TO USE THE SITE OR ANY OF THE SERVICES, YOU AGREE TO BE BOUND BY ALL OF THE TERMS OF THE SIBC POLICIES.

2. USE OF SITE CONTENT; RESTRICTED USE.

(a) You may view, download, and print the contents of the Site subject to the following conditions: (i) the content must be used solely by you for information purposes; (ii) the content may not be modified or altered in any way; and (iii) you may not republish, distribute, prepare derivative works, or otherwise use the content other than as explicitly permitted herein or otherwise agreed by SIBC. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, copy, content or form) of SIBC without SIBC’s written permission. You may not use any meta tags, keywords or any other "hidden text" using SIBC’s name or trademarks without the express written consent of SIBC. You may not use any SIBC logo or other proprietary graphic or trademark as part of any hyperlinked object or text without SIBC’s written permission.

(b) You will not, directly or indirectly, without SIBC’s prior express written consent, (i) disguise the origin of information transmitted to the Site or SIBC, impersonate or “spoof” any individual or misrepresent your affiliation with any individual or entity, (ii) (ii) violate any United States federal, state, local or jurisdictional law, rule or regulation or that of any or foreign territory while accessing or using this Site or the Services, (iii) infringe upon or violate the intellectual property rights, privacy rights, moral rights, rights of attribution or any other similar rights of any individual or entity while accessing or using this Site or the Services or posting any content or information on the Site, (iv) install, upload or otherwise introduce any material to this Site or any other site, system or service that contains any time bombs, trojan horses, viruses, worms or other malicious or unauthorized computer programming routines, (v) corrupt, hack, modify or otherwise tamper with this Site or the Services, or use the Site or Services to corrupt, hack,

modify or otherwise tamper with any other site or to probe the vulnerability of any other site or services, (vi) interfere with any other users' access to or use of the Site or the Services, (vii) use the Site or the Services for the unauthorized interception of any communications, (viii) use the Services to engage in activities that violate the conditions of any other network access provider or internet service provider, (ix) engage in any conduct that has a negative effect on SIBC or its network, including, without limitation, overloading servers on the SIBC network, causing portions of the SIBC network to be blocked by other network providers, generating unresolved third-party complaints or complaints which, in the discretion of SIBC, impose an unreasonable administrative burden on SIBC, or (x) otherwise use the Site or the Services in association with spam or morally objectionable activities, as determined by SIBC in its sole discretion. Morally objectionable activities include, without limitation: activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties; activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism and child pornography; activities that are vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable; and activities designed to harm or harmful to minors in any way.

SIBC reserves the sole and absolute discretion to suspend, deny, revoke, or otherwise restrict the access privileges of any user who at any time fails to comply with the SIBC Policies. Additionally, SIBC may, in its sole discretion: (1) institute legal action to prevent violation of these Terms of Use, (2) block access to certain sites if, in its sole discretion, use of the site would violate these Terms of Use and (3) refuse to transmit, remove, screen, or edit any content that violates the Terms of Use.

3. ACCURATE INFORMATION.

You agree to: (1) provide certain true, current, complete and accurate information about you as required by the applicable registration or application processes for the Site or the Services; and (2) maintain and update according to SIBC's modification procedures the information you provided to SIBC when using the Site or the Services as needed to keep such information current, complete and accurate. SIBC may rely on this information to send you important information and notices regarding your account and the Services.

4. PRIVACY.

SIBC respects your right to privacy, and has developed a policy to inform you about its privacy practices (below).

SIBC ("we" or "us") operates its Web site, www.SmithIslandBakingCo.com. We recognize that you care how information about you is used and shared. Please be advised that the practices described herein apply only to information gathered through this Web site and do not necessarily reflect our practices with respect to information gathered through other Web sites that we operate or through other off-line means. If you have any questions regarding these policies, you should contact our Customer Service Department by email at info@smithislandbakingco.com.

We collect and store information that you enter into this Web site or that you provide to our Customer Service Department. For example, when you place an order, we collect and store some or all of the following information that you provide: name, billing address, shipping address, email address, and telephone number (***note: we do not store credit card information***). This information is used to provide the products and services that you have ordered or requested, to process and ship orders, to send order and shipping confirmations and to provide customer service. This information also may be used to contact you about sales,

special offers and new site features, unless you have opted not to receive promotional communications in connection with this Web site.

We collect and store certain other information automatically whenever you interact with this Web site. For example, we collect your IP address, browser information and reference site domain name every time you visit this Web site. We also collect information regarding customer traffic patterns and site usage. This information is used to analyze and improve this Web site and to provide our customers with a fulfilling shopping experience.

Also, like many Web sites, we reserve the right to use "cookies", which are files stored on your computer's hard drive by your browser. Cookies help us to identify account holders and to optimize their shopping experience. Cookies also allow us to hold selections in a shopping cart when a user leaves this Web site without checking out. Most browsers accept cookies automatically but allow you to disable them. We recommend that you leave cookies "turned on" so that we can offer you a better shopping experience on this Web site.

We also may collect and store information about you that we receive from other sources, to enable us to update and correct the information contained in our database and to provide product recommendations and special offers that we think will interest you. We do not sell or ship any items ordered through this Web site directly to anyone who we know to be under the age of 18, nor do we collect any personal information from anyone who we know to be under the age of 18. If you are under the age of 18, you should use this Web site only with the involvement of a parent or guardian and should not submit any personal information to us.

We do not share with others any personal information that you provide to us through this Web site or through our Customer Service Department, except with your consent or as described herein.

We engage third parties to perform services in connection with the operation of our business. Examples of these services include payment processing and authorization, fraud protection and credit risk reduction, product customization, order fulfillment and shipping, marketing and promotional material distribution, Web site evaluation, data analysis and, where applicable, data cleansing. We provide personal information to these third parties, but we authorize them to use this information only in connection with the services they perform.

We may release personal information if we believe in good faith that: the law or legal process requires it; we have received a valid administrative request from a law enforcement agency; or such release is necessary to protect the rights, property or safety of SIBC or any of our affiliates, business partners, customers or others.

We may share non-personal information with our marketing partners, advertisers and others from time to time. Examples of such non-personal information include the number of users who visited this Web site during a specific time period or purchased a specific product through this Web site. This information generally is shared in an aggregated form.

As with any business, it is possible that as our business develops, we might sell or buy other entities or interests or assets of other entities. In such transactions, information about customers often is among the transferred assets. Accordingly, in the unlikely event that SIBC or substantially all of our assets are acquired by a third party, such information may be one of the transferred assets (unless the information was collected under a previous policy that did not

permit such disclosure). Under such circumstances, we would to the extent possible require the acquiring party to follow the practices described in this policy. We use various security measures, including Secure Socket Layer (SSL) encryption technology during the checkout process, to protect personal information that we collect. If you place an order through this Web site, you will be asked to set up an account and provide an email address and password. You must provide an appropriate email address and password in order to access account information. In order to help protect your personal information further, you should be careful about providing your password to others. If you wish to cancel a password, or if you become aware of any loss, theft or unauthorized use of a password, please contact our Customer Service Department by email at info@SmithIslandBakingCo.com.

You can access, correct and update certain personal information that you have provided to us by emailing our Customer Service Department at info@SmithIslandBakingCo.com.

This Web site may contain links to Web sites operated by third parties. Please be advised that the practices described herein do not apply to information gathered through these other Web sites. We encourage you to be aware of when you leave this Web site and to read the privacy policies of each and every Web site that you visit. If you have accessed this Web site through a link from certain of our advertising or marketing partners, this Web site may include a frame of the applicable advertising or marketing partner. Nevertheless, the information you provide to us through these framed Web pages is collected by us, and our use of this information is governed by the policies described herein.

5. Returns.

Customer satisfaction is of the utmost importance to the SIBC. If you are ever not completely satisfied with your purchase, we will either replace the product, or refund your money. For further information, please review our policy, outlined herein.

Customer satisfaction is of great importance to SIBC. Products purchased from SIBC may be returned for refund or exchange **within 10 calendar days of receipt**, subject to the conditions and exceptions below. Returns and exchanges of Products must be pre-authorized before being processed. To obtain a return authorization, please e-mail orders@SmithIslandBakingCo.com with "Claim Return" in the subject line. In some cases, at the discretion of SIBC, returns can be processed by phone or in person at SIBC's store in Ewell, Maryland.

Upon receipt of return authorization confirmation, Products for return should be sent to:

Returns

Smith Island Baking Company

20926 Caleb Jones Road

Ewell, Smith Island, Maryland 21824

All Products returned **must** be accompanied by:

- A proof of purchase (email order confirmation or packing slip); and
- A detailed description of the reason for the return, indicating whether a refund or an exchange is requested. If an exchange is requested, the item number, quantity and description of the requested exchange Product must be included.
- A Return authorization number or a copy of the SIBC e-mail authorizing the return.

To the extent possible, products returned to SIBC for refund or exchange must be received in their original packaging and in saleable condition.

Any refund or credit for exchange will be based on the value of the Products at the time of the Customer's original purchase. Shipping and handling fees are not subject to refund. Returns are typically processed within 5 to 7 business days of receipt of the Products by SIBC. SIBC reserves the right to issue refunds in the same manner as the original payment was received.

At the customer's preference, SIBC will either replace the returned item or grant the customer a refund. However, in the event the item was for a special order, defined as a single order of 5 or more units, SIBC will only refund 50% of the cost of the order.

The Customer is responsible for all shipping and handling costs, unless the Product returned was defective, damaged upon arrival at the Customer's location or the order is incorrect, whether in quantity, quality or provided Product.

SIBC recommends that the Customer ship Products for return via a trackable carrier method, and insure such returns to the full value of the contents. The Customer will be responsible for any loss or damage to the Product during shipping. SIBC will not replace or provide credit for any such lost or damaged Product.

SIBC reserves the right, at its sole discretion, to waive any of the preconditions, outlined above, and grant any customer a full or partial refund at any time.

6. OWNERSHIP.

Except as otherwise set forth herein, all right, title and interest in and to all, (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) trade secrets, proprietary information, and know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software (vi) the Site, including, without limitation, the compilation, organization and display of the content as well as all software and inventions used on and in connection with this Site, and all content within the Site, and (vi) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the Services ("**SIBC Intellectual Property Rights**") are owned by SIBC or its licensors, and you agree to make no claim of interest in or ownership of any such SIBC Intellectual Property Rights. Other than the non-exclusive rights expressly granted in the SIBC Policies, no title to the SIBC Intellectual Property Rights is transferred to you, and you do not obtain any rights, express or implied, in the SIBC Intellectual Property Rights or those of its licensors.

7. LINKS TO OTHER WEB SITES.

The Site may contain links to other sites ("**Third Party Sites**"). SIBC does not necessarily endorse, sanction, or verify any of these Third Party Sites, and SIBC provides these links merely for the convenience of SIBC's users. Once you access a Third Party Site through a link on the Site, you are subject to the privacy policy and terms and conditions of use of the Third Party Site. SIBC is not liable for any loss or damage of any sort associated with your use of Third Party Sites or content.

8. POLICIES FOR CHILDREN (INDIVIDUALS UNDER 13 YEARS OF AGE).

This Site is not a website directed to children under the age of 13. However, **SIBC hereby advises all visitors to this Site under the age of 13 not to disclose or provide any personal information in connection with this Site.** In the event SIBC discovers that a child under the age of 13 has provided personal information to it, in accordance with the Children's Online Privacy Protection Act of 1998 SIBC will delete the child's personal information from its files.

9. LIMITATION OF LIABILITY; TIME LIMITS ON FILING ANY CLAIM.

ALL ACCESS AND USE OF THE SITE AND THE CONTENT THEREOF IS AT YOUR OWN RISK. IN NO EVENT WILL SIBC, ITS LICENSORS AND CONTRACTORS BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOSS OF FUTURE REVENUE, INCOME OR PROFITS. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN SIBC'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES. SIBC and its licensors and contractors disclaim any and all responsibility or liability resulting from or related to: (1) delays, interruptions, unavailability, non-delivery, mis-delivery, failure, deletion, or loss of, or other damage to, any user content or information, the Site, the Services or any component thereof; (2) the unauthorized use or misuse of your account number, password or other security information; and (3) SIBC's storage and maintenance of your account information, payment information or other personal information. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION YOU HAVE ARISING OUT OF OR RELATED TO USE OF THE SITE OR OF THE SERVICES MUST BE FILED BY YOU WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM WILL BE FOREVER BARRED.

10. DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY STATED IN AN AGREEMENT BETWEEN YOU AND SIBC, ALL CONTENT, AND SERVICES PROVIDED ON THE SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS, MERCHANTABILITY, ACCURACY, NONINFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE. SIBC DOES NOT MAKE ANY REPRESENTATION THAT THE SITE WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER, AND SIBC WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS IN CONNECTION WITH THE SITE OR THE SERVICES. SIBC DOES NOT WARRANT THAT THE SITE, ITS CONTENT, OR THE SERVICES OFFERED ON THE SITE MEET YOUR REQUIREMENTS.

11. INDEMNIFICATION.

You agree to indemnify and hold harmless SIBC, its officers, directors, affiliates, employees, principals, shareholders and agents from and against any and all claims, causes of action, demands, losses, damages, costs and expenses of any type (including attorneys fees), (i) incurred in connection with your use of the Site or any hyperlinked web site, (ii) resulting from content you supply, (iii) resulting from your violation of any of the SIBC Policies, or (iv) related to any wrongful or negligent act or omission by you.

12. SEVERABILITY.

If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of the provisions herein; these Terms of Use will be deemed amended to the extent necessary to make them enforceable, valid and, to the maximum extent possible, consistent with applicable law and the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect.

13. GOVERNING LAW.

All matters relating to your access to and use of the Site and these Terms of Use will be governed and construed in accordance with the laws of the State of Maryland, excluding its choice of law provisions.

YOU HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OF USE.

14. INTERPRETATION OF THIS AGREEMENT.

These Terms of Use will be construed according to their terms, in plain English, without constructive presumptions against the drafting party, and without reference to the section headings.

15. HOW TO CONTACT SIBC.

If you have any questions about the SIBC Policies or your dealings with the Site, you may contact SIBC:

Phone: (410) 425-2253

Email: info@SmithIslandBakingCo.com;

Please be advised that, if you contact SIBC, SIBC may use the personal information you provide in the ways SIBC has described herein.

If you experience technical problems with the operation of the Site, contact our Webmaster: info@SmithIslandBakingCo.com.