

Welcome! Linnaeus (A Mars Company), Incorporated offers this and other websites, webpages, applications, games, widgets and other online and mobile services in which these Terms of Use are posted or linked (collectively, the "Linnaeus Sites"). We hope that you will find the Linnaeus Sites informative and entertaining.

These Terms of Use and our Privacy Statement located at [www.Mars.com/privacy](http://www.Mars.com/privacy) (together, these "Terms") describe the terms and conditions on which Mars offers you access to the Mars Sites.

Before accessing and using the Mars Sites, please read these Terms carefully because they constitute a legal agreement between Mars and you. **BY USING THE MARS SITES, YOU AGREE TO THESE TERMS AND AFFIRM THAT YOU ARE ABLE AND LEGALLY COMPETENT TO DO SO.**

**IMPORTANT NOTE:** THESE TERMS CONTAIN PROVISIONS THAT LIMIT OUR LIABILITY TO YOU AND REQUIRE YOU TO RESOLVE ANY DISPUTE WITH US THROUGH FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, IF ANY, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED OR REPRESENTATIVE CAPACITY. Please see "DISCLAIMER OF WARRANTIES & LIMITATIONS OF LIABILITY" (Section 8) and "DISPUTE RESOLUTION" (Section 10) below for more information.

**IF YOU DO NOT AGREE TO ANY PART OF THESE TERMS, THEN PLEASE DO NOT USE THE MARS SITES.**

## **1. CHANGES TO TERMS**

The Effective Date of these Terms is set forth at the top of this webpage. We do not intend to change these Terms very often but reserve the right to do so. We will notify you of any material change by posting notice on this webpage. Whenever possible, we will notify you in advance of our changes. We do not make changes that have retroactive effect unless we are legally required to do so.

Your continued use of the Mars Sites after the Effective Date constitutes your acceptance of the amended Terms. The amended Terms supersede all previous versions of the Terms. For this reason, we

encourage you to review these Terms any time you access or use the Mars Sites and to print out a copy of these Terms for your records.

## **2. ADDITIONAL TERMS**

Certain services offered by or through the Mars Sites, such as mobile applications, sweepstakes, offers contests and other services, may be governed by additional terms and conditions presented in conjunction with them. You must agree to the additional terms before using such services. These Terms and any additional terms will apply equally. If any additional term is irrevocably inconsistent with any provision of these Terms, the additional term will prevail.

## **3. MARS CONTENT**

Mars retains full and complete title to all information and materials provided on or through or submitted to the Mars Sites, including any artwork, graphics, text, video and audio clips, trademarks, logos and other content (collectively, "Mars Content").

If you agree to these Terms (as well as any additional terms and conditions related to specific Mars Content), then you may download, print and/or copy Mars Content solely for your own personal use.

Unless Mars provides you with written authorization to do so, you may not:

- **Incorporate any Mars Content into any other work (such as your own website) or use Mars Content in any public or commercial manner;**
- **Copy, modify, reproduce, adapt, reverse engineer, distribute, frame, republish, upload, display, post, transmit, transfer, license or sell Mars Content in any form or by any means;**
- **Change any of the notices about copyright, trademarks or other intellectual property rights that may be part of the Mars Content; or**
- **'Deep link' to any of the Mars Sites (i.e., link to any page other than the home page of one of the Mars Sites).**

## **4. YOUR SUBMISSIONS**

In addition to job applications, Mars may from time to time offer areas where you and other users can post or otherwise submit information, photos, graphics, creative suggestions, ideas, notes, concepts,

information, ratings or other materials on or to the Mars Sites (collectively, "Submissions"). By sending, posting or transmitting Submissions to Mars (and/or our designees) or any area of the Mars Sites, you grant Mars and our designees a worldwide, non-exclusive, sub-licensable (through multiple tiers), transferable, royalty-free, perpetual, irrevocable right to use, reproduce, sublicense (through multiple tiers), distribute, create derivative works of, perform and import your Submissions in any media now known or hereafter developed, for any purpose whatsoever, commercial or otherwise, without compensation to you. In other words, Mars has the automatic right to use your Submissions -- including reproducing, disclosing, publishing or broadcasting your Submission -- anywhere, anytime, in any medium and for any purpose. Under no circumstances are you entitled to payment if Mars uses one for your Submissions. All Submissions are deemed non-confidential and non-proprietary.

You are responsible for the content of your Submissions. By posting a Submission, you represent and warrant that:

- **You own or otherwise control all of the rights to your Submission, including without limitation all copyrights and trademarks;**
- **Your Submission is true and accurate;**
- **Your Submission does not violate the rights of any other person or entity, such as rights of privacy and publicity; and**
- **Your Submission complies with applicable laws, rules and regulations.**

You acknowledge and agree that Mars has the right (but not the obligation) to alter, remove or refuse to post or allow to be posted any Submission. Mars takes no responsibility and assumes no liability for any Submission posted by you or any third party.

Mars strongly encourages you not to disclose any personal information in your Submissions because other people can see and use the personal information in your Submissions. Mars is not responsible for information that you choose to communicate via Submissions.

## **5. USING THE MARS SITES**

YOU MUST BE AT LEAST AGE THIRTEEN (13) TO USE THE MARS SITES. By accessing, using and/or submitting information to or through any of the Mars Sites, you represent that you are not younger than age 13.

IF YOU ARE BETWEEN AGE THIRTEEN (13) AND THE AGE OF MAJORITY IN YOUR PLACE OF RESIDENCE, YOU MAY USE THE MARS SITES ONLY UNDER THE SUPERVISION OF YOUR PARENT OR LEGAL GUARDIAN.

IF YOU ARE THE PARENT OR LEGAL GUARDIAN AND CONSENT TO YOUR MINOR CHILD'S ACCESS TO AND USE OF THE MARS SITES, YOU AGREE TO BE BOUND BY THESE TERMS ON BEHALF OF YOURSELF AND YOUR MINOR CHILD. We encourage you to investigate commercially-available parental control protections (such as computer hardware, software or filtering services) that may assist you in limiting access to material considered harmful to minors.

While using the Mars Sites, you will not:

- **Create a false identity or impersonate any person, including falsely indicating that you are a Mars official or representative, celebrity or public figure;**
- **Transmit to or through the Mars Sites any advertisement, solicitation, junk mail or other unsolicited or unauthorized commercial or promotional content (unless expressly permitted in writing by Mars);**
- **Disrupt or attempt to disrupt the proper working of the Mars Sites (e.g., by hacking into Mars' servers or Mars' social media accounts);**
- **Restrict or inhibit any other person from using and enjoying the Mars Sites;**
- **Use any spambot, bot net or other bot, scraper or other automated means to access the Mars Sites or transmit any virus, worm, Trojan or other malware to or through the Mars Sites;**
- **Modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of any of the Mars Sites;**
- **"Frame" or "mirror" any part of any of the Mars Sites unless you have Mars' prior written authorization;**
- **Post or transmit any material or engage in any other behavior or activity that is false, misleading, unlawful, offensive, disruptive, harmful or otherwise objectionable (as determined by Mars); or**
- **Assist any person in engaging in any of the activities described above.**

Mars has the discretion to terminate your access to the Mars Sites without notice for any violation of the above rules. If you access and use the Mars Sites on your smartphone, tablet or other mobile device, you must have wireless service through Wi-Fi or a participating mobile service provider. Certain services may require text messaging (SMS or MMS) capability. You agree that you are solely responsible for all message and data charges that you incur from your mobile service provider. These charges may include standard and premium SMS charges and may be one-time or recurring charges. All charges are billed by and payable to your mobile service provider. Please contact your mobile service provider for pricing plans and details. Mars is not liable for any delays in the receipt of any text messages as delivery is subject to effective transmission from your mobile service provider. Text messages are provided on an “as is” basis and may not be available in all areas at all times.

## **6. THIRD-PARTY WEBSITES**

The Site may contain links to third-party websites and services, including social media (collectively, “Linked Sites”). Linked Sites are not under the control of Mars and Mars is not responsible for Linked Sites or for any information or materials on, or any form of transmission received from, any Linked Site. The inclusion of a link does not imply endorsement by Mars of the Linked Site or any association with the operators of the Linked Site. Mars does not investigate, verify or monitor the Linked Sites. Mars provides links to Linked Sites for your convenience only. You access Linked Sites at your own risk.

## **7. PRIVACY**

Please make sure that you carefully read our Privacy Statement to learn about the information that Mars collects on the Mars Sites and how we process it. Without limiting the terms of our Privacy Statement, you understand that Mars does not and cannot guarantee that your use of the Mars Sites and/or the information provided by you through the Mars Sites will be private or secure. You are responsible for using the precautions and security measures best suited for your situation and intended use of the Mars Sites. Mars reserves the right at all times to

disclose any information as Mars deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

## **8. DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY**

Linnaeus Group warrants that Linnaeus Group has validly entered into these Terms and has the legal power to do so. You warrant that you have validly entered into these Terms and have the legal power to do so.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE LINNAEUS GROUP SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. Linnaeus Group specifically disclaims all warranties and conditions of any kind, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, non-infringement, freedom from defects, uninterrupted use and all warranties implied from any course of dealing or usage of trade. Linnaeus Group does not warrant that (a) the Linnaeus Group Sites will meet your requirements, (b) operation of the Linnaeus Group Sites will be uninterrupted or virus- or error-free or (c) errors will be corrected. Any oral or written advice provided by Linnaeus Group or its authorised agents does not and will not create any warranty. SOME DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES WHICH MEANS THAT SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

### **YOUR USE OF THE LINNAEUS GROUP SERVICES IS AT YOUR OWN RISK.**

YOU AGREE THAT IN NO EVENT WILL LINNAEUS GROUP BE LIABLE (Y) FOR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS OR BUSINESS INTERRUPTION), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER ARISING IN ANY WAY IN CONNECTION WITH THESE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), EVEN IF THE LINNAEUS GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR (Z) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER

RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE LINNAEUS GROUP SERVICES.

The foregoing disclaimer of liability will not apply to the extent prohibited by applicable law in the jurisdiction of your place of residence. You acknowledge and agree that the above limitations of liability together with the other provisions in these Terms that limit liability are essential terms and that the Linnaeus Group would not be willing to grant you the rights set forth in these Terms but for your agreement to the above limitations of liability.

## **9. INDEMNIFICATION**

You agree to indemnify and defend The Linnaeus Group and its directors, officers, employees and agents from and against all losses, liabilities, actual or pending claims, actions, damages, expenses, costs of defense and reasonable attorneys' fees brought against the Linnaeus Group by any third-party arising from your violation of these Terms, the rights of a third-party or applicable law. The Linnaeus Group reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification hereunder. In any event, no settlement that affects the rights or obligations of The Linnaeus Group may be made without The Linnaeus Group's prior written approval.

## **10. DISPUTE RESOLUTION**

These Terms are governed by and construed and enforced in accordance with the internal laws of the England and Wales. and are binding upon the parties hereto in England and Wales and worldwide. You and the Linnaeus Group agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the interpretation or construction of these Terms.

**YOU AND THE LINNAEUS GROUP AGREE THAT ALL CLAIMS WILL BE RESOLVED BY BINDING ARBITRATION IN THE MANNER SPECIFIED IN THIS SECTION 10 AND THAT YOU AND MARS WAIVE ANY RIGHT TO BRING SUCH CLAIMS BEFORE ANY COURT OF LAW.**

**YOU AND THE LINNAEUS GROUP FURTHER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS**

**OR REPRESENTATIVE ACTION OR PROCEEDING. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, ALSO MAY BE UNAVAILABLE OR LIMITED IN ARBITRATION.**

Any dispute between you and The Linnaeus Group and its agents, employees, officers, directors, principals, successors, assigns, subsidiaries or affiliates (collectively for purposes of this Section 10, "Linnaeus Group Parties") arising from or relating to these Terms and their interpretation or the breach, termination or validity thereof, the relationships which result from these Terms, including disputes about the validity, scope or enforceability of this agreement to arbitration (collectively, "Covered Disputes") will be settled by binding arbitration in the United Kingdom administered by the LCIA in accordance with its International Arbitration Rules in effect on the date thereof.

Prior to initiating any arbitration, the initiating party will give the other party at least 60 days' advanced written notice of its intent to file for arbitration. The Linnaeus Group will provide such notice by mail or e-mail using the contact information on file with The Linnaeus Group and you must provide such notice by mail to The Linnaeus Group, Attn: Legal Department, Linnaeus Group

Friars Gate, 1011 Stratford Road, Shirley, West Midlands, B90 4BN.

Payment of all filing, administration and arbitrator fees will be governed by the LCIA rules. If, however, you are able to demonstrate that the costs of arbitration will be cost-prohibitive for you as compared to the costs of litigation, The Linnaeus Group will pay as much of the filing, administration and arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive for you. If the arbitrator determines the claim(s) you assert in the arbitration are frivolous, you agree to reimburse The Linnaeus Group for all fees associated with the arbitration that The Linnaeus Group paid on your behalf, which you otherwise would be obligated to pay under the LCIA rules.

A single arbitrator will be selected in accordance with the LCIA Commercial Arbitration Rules. The arbitration shall be conducted in the English language. The arbitrator will have the power to grant whatever relief would be available in court under law or in equity and any award



of the arbitrator will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. The arbitrator will not, however, have the power to award punitive or exemplary damages, the right to which each party hereby waives. The arbitrator will apply applicable law and the provisions of these Terms and the failure to do so will be deemed an excess of arbitral authority and grounds for judicial review. The arbitrator's decision must be with written explanation and remain confidential.

The Linnaeus Group and you agree that any Covered Dispute will be submitted to arbitration on an individual basis only. **Neither The Linnaeus Group nor you are entitled to arbitrate any Covered Dispute as a class, representative or private-attorney action and the arbitrator will have no authority to proceed on a class, representative or private attorney general basis.** If any provision of the agreement to arbitrate in this Section 10 is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced (but in no case will there be a class, representative or private attorney general arbitration). Regardless of any statute or law to the contrary, notice on any claim arising from or related to these Terms must be made within one (1) year after such claim arose or be forever barred. For purposes of this Section 10, these Terms and related transactions will be subject to and governed by the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (FAA). **Please Note:** By agreeing to these Terms, you explicitly agree that any claims or actions that you may otherwise have against The Linnaeus Group under the laws of any jurisdiction outside England and Wales are hereby waived, including without limitation, any claims or actions under the laws of your own country, and that your sole location and applicable law for any dispute is in England or Wales according to the terms of this Section 10.

## **11. TERMINATION**

These Terms automatically terminate when you fail to comply with any term or condition of them. Mars may terminate or modify your access to the Mars Sites, with or without notice to you, at any time for any reason. For example, access to the Mars Sites may be denied without notice if Mars believes that you are not at least age 13.

Termination will not limit any of Mars' other rights or remedies. This Section 11, along with Sections 3, 8, 9, 10 and 16, survive termination of these Terms.

## **12. JURISDICTIONAL ISSUES; TAXES**

You are responsible for compliance with all applicable laws. Mars reserves the right to limit the availability of the Mars Sites and/or Mars Content to any person or geographic area at any time. Any software offered on or through the Mars Sites may be subject to United States export controls. No software may be downloaded or otherwise exported or re-exported: (a) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country designated by Sponsor and/or the United States Treasury's Office of Foreign Assets Control; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using any software offered on or through the Mars Sites, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

You are solely responsible for any and all duties, taxes, levies or fees (including any sales, use or withholding taxes) imposed on or in connection with use of the Mars Site by any taxing authority.

## **13. CLAIMS OF COPYRIGHT INFRINGEMENT**

We respond to notices of alleged infringement as required by the U.S. Digital Millennium Copyright Act ("DMCA"), including by removing or disabling access to material claimed to be the subject of infringing activity.

If you have a good faith belief that your work has been copied in a way that constitutes copyright infringement or that your intellectual property rights otherwise have been violated on or through the Linnaeus Group Sites, please send your claim or notice of infringement to Linnaeus Group:

UK Copyright Agent (Marketing Team)

Linnaeus Group

Friars Gate, 1011 Stratford Road, Shirley, West Midlands, B90 4BN

Please do not send any other correspondence or inquiries to our DMCA agent. Our DMCA agent will only respond to notices and inquiries that comply with the requirements of the DMCA. Please see <http://www.copyright.gov/> for more information.

#### **14. MISCELLANEOUS**

1. These Terms, together with our Privacy Statement, contain the entire understanding by and between Mars and you with respect to the matters contained herein and there are no promises, covenants or undertakings other than those expressly set forth herein.
2. These Terms (i) inure to the benefit of and will be binding upon Mars' and you and your successors and assigns, respectively, and (ii) may be assigned by Mars but you may not assign them without the prior express written consent of Mars.
3. If any provision of these Terms is or becomes unenforceable or invalid, the remaining provisions will continue with the same effect as if such unenforceable or invalid provision had not been inserted herein.
4. If Mars fails or you fail to perform any term hereof and the other party does not enforce such term, the failure to enforce on any occasion will not constitute a waiver of any term and will not prevent enforcement on any other occasion.
5. Nothing contained in these Terms will be deemed to constitute Mars or you as the agent or representative of the other or as joint venturers or partners.
6. If Mars is or you are prevented from performing or unable to perform any obligation under these Terms due to any cause beyond the reasonable control of the party invoking this provision, the affected party's performance will be extended for the period of delay or inability to perform due to such occurrence.

7. The headings and captions contained herein are for convenience only.
8. These Terms and all related documentation will be drafted in English. While certain text in these Terms may be made available in languages other than English (whether translated by a person or solely by computer software), the English language version controls.

Updated, April 2019