

# Terms of Use

This website, the related mobile sites and mobile application is operated by Venture86, Inc. d/b/a TradingTable (“TradingTable/us/we/our”), the owner of TradingTable trademarks, logos and trade dress (“Marks”). “Website” means the website located at [www.TradingTable.com](http://www.TradingTable.com), any subsequent URL which may replace it, and all associated websites, URLs, micro sites and mobile application. “You/your” means you as a user of the Website. “User” means all users of this Website. We offer this Website, including all information and services available from this Website, to you conditioned upon your acceptance of all the terms, conditions, policies and notices stated herein. YOUR CONTINUED USE OF THIS WEBSITE CONSTITUTES YOUR AGREEMENT TO THESE TERMS OF USE.

By accessing this Website, you agree to be bound by the Terms of Use set forth herein. If there is anything you do not understand, please email any inquiry to [info@tradingtable.com](mailto:info@tradingtable.com). If at any time you do not agree to these Terms of Use, please do not use this Website.

YOU SHALL NOT USE THE WEBSITE FOR ANY ILLEGAL PURPOSES, AND YOU WILL USE IT IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. YOU SHALL NOT USE THE WEBSITE IN A WAY THAT MAY CAUSE THE WEBSITE TO BE INTERRUPTED, DAMAGED, RENDERED LESS EFFICIENT OR SUCH THAT THE EFFECTIVENESS OR FUNCTIONALITY OF THE WEBSITE IS IN ANY WAY IMPAIRED. YOU AGREE NOT TO GAIN, OR ATTEMPT TO GAIN, ANY UNAUTHORIZED ACCESS TO ANY PART OR COMPONENT OF THE WEBSITE.

## **1. Overview, Enrollment and Fees**

**1.1** - TradingTable is an intuitive and easy-to-use online ordering platform that allows foodservice operators (“Operators”) to submit all of their purchase orders to their existing network of foodservice distributors (“Distributors”) from one portal - TradingTable.com (the “Service”). Through this efficient purchase order and distribution process, Distributors will no longer have to spend countless hours dealing with transactional work, and instead will be able to utilize the time saved building stronger customer relationships.

**1.2** - To begin the enrollment process, Operators and Distributors must complete the registration process. You must enroll as either an Operator or a Distributor. Once you enroll you agree to these Terms of Use. As part of the enrollment process, you must provide us with your business’ legal name, address, phone number, e-mail address and other required information. We may at any time cease providing the Service at our sole discretion and without notice.

**1.3** - Operators agree to pay us a monthly membership fee per unit to use the Service (the “Monthly Fee”). The Monthly Fee will be charged to the Operator’s credit card every month until it terminates its account. Operators can cancel their account by logging in with your username and password and going to your “My Account” page, and then selecting “cancel account.” The “My Account” page can be accessed through a link on the home page.

**1.4** – Each Distributor agrees to pay TradingTable an administration fee on all orders placed through the Website to the Distributor by an Operator, the amount of which depends on whether the Operator is: (i) a new account for the Distributor receiving the order; (ii) a pre-existing active customer or account of Distributor, but who became a TradingTable member as a result of contact initiated by TradingTable without a referral by the Distributor; or (iii) a pre-existing active customer or account of Distributor, and who became a TradingTable member as a result of a direct referral by the Distributor of the Operator to TradingTable for the purpose of inviting them to join TradingTable.

**1.5** - At the end of each month, we will send an invoice to the Distributor with a summary of all the orders submitted to them through the Website during that month. The Distributor will be responsible for paying the amount on the invoice which will be the applicable percentage according to Section 1.4 above of all orders placed through the Website. Distributors must make payment within 30 days from the date of each invoice.

**1.6** - You agree to pay, using a valid payment card which we accept, or by check, all fees and charges, including applicable taxes, you have incurred through your account. We reserve the right to increase fees, or to institute new fees at any time, upon reasonable notice posted in advance on this Website or sent to you based on contact information you provide in to us.

**1.7** - For purposes of identification and billing, you agree to provide us with accurate, complete, and updated information required when using our Site ("Registration Data"). Registration Data may include your name, address, telephone number(s), email address and applicable bank account (checking number) or payment card data (e.g., payment card number and expiration date). You may check your "My Account" page to determine whether your Registration Data is current and accurate. You may update your Registration Data at any time through the My Account feature by clicking the My Account link located on the Website and logging in with your username and password. Failure to comply with this provision (including without limitation falsification of any Registration Data) may, at our option, result in immediate suspension or termination of your right to use our Website, and receive products.

**1.8** - YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY BANK ACCOUNT OR CREDIT CARD UTILIZED IN CONNECTION WITH ANY TRANSACTION. By submitting such information, you grant us the right to provide such information to third parties for purposes of facilitating the completion of transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any order.

**1.9** - You agree to promptly update your Registration Data in your "My Account" page in the event of any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or payment card information. In the event of a breach of security on your part, you will remain liable for any unauthorized use of your order until you update your Registration Data. If your payment card expires, is canceled, is lost or is subject to use without your authorization, go to your "My Account" page to update your Registration Data or call Customer Service at 855-517-4229.

**1.10** - When an Operator creates an account, the Operator may be asked to provide certain factual information regarding the company. At the Operator's request this information can then be provided to a Distributor who will use the information as a starting point to assess if the Distributor is willing to supply such Operator with products. Operators that elect to provide this information on the Website might find the process of getting approved with Distributors more efficient. Providing this information on the Website is optional and not required to create an account with the Website.

**1.11** - We have the right to terminate any Operators or Distributors account at any time for any reason.

## **2. Intellectual Property Ownership and Use**

**2.1** - You acknowledge and agree that the Marks, copyrights and any and all other intellectual property rights in all material or content contained within this Website shall remain at all times vested in us or, in the cases where we are using such material or content under authority from a third party, in the owner of such material or content.

**2.2** - We grant you the limited right to access and make use of the Website as our user. However, you shall not: a) reproduce, duplicate, copy, sell or otherwise exploit the Website or any image, page layout, page design, trade dress, trademark, logo or other content (“Site Content”) for any commercial purpose; b) use a robot, spider or data mining or extraction tool or process to monitor, extract or copy Site Content; c) use any meta tags, search terms, key terms, or the like that contain the Website’s name or our Marks; d) engage in any activity that interferes with the Website or another user’s ability to use the Website; e) modify, create derivative works from, reverse engineer, decompile or disassemble any technology used to provide the Website and the goods or services offered on the Website; or f) assist or encourage any third party in engaging in any activity prohibited by these Terms of Use. You grant us the right to use your marks in connection with Website.

**2.3** - You shall not use, copy, distribute, or exploit any of the Marks or Site Content in any manner without our prior written permission.

**2.4** - All Site Content and all materials and content contained within the Website, including but not limited to the text, graphics, logos, button icons, images, audio clips, video clips, articles, posts and data compilations appearing on the Website, are owned by us, or used by us under authorization, and are protected by U.S. and foreign trademark and copyright laws. No portion of the materials or content on these pages may be reprinted or republished in any form without our express written permission.

**2.5** - You grant us a royalty-free, non-exclusive, worldwide, perpetual, irrevocable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all of your materials, trademarks and image; provided, however, that we will not alter any of your trademarks from the form provided by you (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with your removal requests as to specific uses of your Trademarks (provided you are unable to do so using standard functionality made available to you via the Website or Service); provided further, however, that nothing in this Terms of Use will prevent or impair our right to use your Materials without your consent to the extent that such use is allowable without a license under applicable law (e.g., fair use under United States copyright law, referential use under trademark law, or valid license from a third party).

### **3. Infringement Notice**

**3.1** - We respect the intellectual property rights of others and require that our users do the same. If you believe your work has been copied in a manner that constitutes copyright infringement, or you believe your rights are otherwise infringed or violated by anything on the Website, please notify us by sending an email to the following address: [info@tradingtable.com](mailto:info@tradingtable.com).

**3.2** - In order for us to more effectively assist you, the notification must include all of the following:

- a. A physical or electronic signature of the owner of the right claimed to be infringed or the person authorized to act on the owner’s behalf;
- b. A description of the copyrighted work or other right you claim has been infringed or violated;
- c. Information reasonably sufficient to locate the material in question on the Website;
- d. Your name, address, telephone number, e-mail address and all other information reasonably sufficient to permit us to contact you;
- e. A statement by you that you have a good faith belief that the disputed use is not authorized by the rightful owner, its agent or the law; and

f. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the owner of the right claimed to be infringed or violated or are authorized to act on behalf of the owner.

#### **4. Transactions and Product Descriptions**

**4.1** - We strive to provide complete, accurate, up-to-date information on the Website. Unfortunately, despite those efforts, human or technological errors may occur. The Website may contain typographical mistakes, inaccuracies, or omissions, some of which may relate to pricing and availability, and some information may not be complete or current. We reserve the right to correct any errors, inaccuracies or omissions, including after an order has been submitted, and to change or update information at any time without prior notice.

**4.2** - All descriptions, images, references, features, specifications, products and prices of products and products described or depicted on the Website are subject to change at any time without notice. The inclusion of any products on the Website at a particular time does not imply or warrant that these products will be available from the Distributor. Some products shown on the Website might be discontinued or not offered by the Distributor.

**4.3** - By request that the Distributor fulfill and order, the Operator represents that the products ordered will be used only in a lawful manner.

**4.4** - Distributors are only permitted to list items to their inventory they actually carry and sell.

**4.5** - You acknowledge that the particular technical specifications and settings of your computer and its display could affect the accuracy of its display of the colors and look of products offered on the Website. The Website uses responsive technology which means picture and display adjusts depending on the device being used.

**4.6** - Distributors are not permitted to see other distributors pricing information. Only registered Operators will be able to view Distributors' pricing, and even then only the pricing from Distributors who have approved a specific Operator's account, and agreed to do business with them on the Website. Any attempt by a Distributor to circumvent this requirement will result in immediate account termination.

#### **5. External Sites and Resources**

The Website may contain links to websites that are owned, controlled, developed, sponsored and/or maintained by third parties and which may be subject to additional terms and conditions ("Third Party Websites"). We do not review, monitor, operate and/or control the Third Party Websites and we make no guarantees, representations and/or warranties as to, and shall have no liability for, the content available on or through and/or the functioning of the Third Party Websites. By providing access to Third Party Websites, we are not recommending and/or otherwise endorsing the products and/or services provided by the sponsors and/or owners of those Third Party Websites. You access and/or use the Third Party Websites, including providing information, materials and/or other content to the Third Party Websites, entirely at your own risk. We reserve the right to discontinue links to any Third Party Websites at any time and for any reason, without notice.

#### **6. Orders and Prices**

**6.1** - The Website will suggest an ideal order for an Operator that takes into consideration the Distributors the Operator wants to work with as well as the Distributor's specific needs. We do not provide any products, specifically including but not limited to restaurant products. Through the service we list products that Distributors make available to Operators. We do not make any representations or promises with respect to such products. Any discussion regarding a product should be directly between the Distributor who provided the product and the Operator.

**6.2** - Nothing on the Website constitutes a binding offer to sell products described on the Website. All orders are fulfilled by the Distributor. A Distributor reserves the right at any time after receipt of an Operator's order to accept or decline the order, or any portion thereof, in the Distributor's sole discretion. An Operator cannot cancel an order after a Distributor has delivered the order to the Operator. The prices displayed on the Website are quoted in U.S. dollars and must be paid by the Operator in U.S. dollars. In the event a product is listed at an incorrect price, we have the right to refuse or cancel orders placed for the product listed at the incorrect price, regardless of whether the order has been confirmed or your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we will issue a credit to your credit card account.

**6.3** - In order for an Operator to place an order for products from a specific Distributor the Distributor and Operator must agree to terms for that relationship.

**6.4** - The Distributor understands and agrees that it is the Operator that is solely responsible for all payments. We are not responsible to pay for any products delivered to Operators.

**6.5** - The Operator understands and agrees that if it orders any products it is the Distributor that is solely responsible for providing all products. We are not responsible for providing any products that are ordered using the Service.

**6.6** - The Operator hereby authorizes the immediate termination of any affiliation with other buying groups, or manufacturer/broker negotiated pricing and rebate deals. As a member of TradingTable, Operators will use this system as their sole negotiator of pricing, and Operators will not enter into any new group buying program, or negotiated pricing/rebates so long as they remain TradingTable members, except as otherwise agreed to in writing by TradingTable and the participating distributor.

## **7. Online Services**

**7.1** - The Website contains or may contain various interactive portions, such as a user forum, message board or other types of interactive features that allow users to post content on our Website ("Online Services"). We have no obligation to actively monitor the Online Services, but we reserve the right to do so. We are not responsible for, nor do we vouch for the accuracy of, the content of any user comments or other content that may be posted or uploaded by a user. User comments and other content posted or uploaded by a user ("User Content") express the views and opinions of the User and do not necessarily reflect our views or opinions. We reserve the right, in our sole discretion, to edit, delete, or refuse to post User Content, for any reason whatsoever.

**7.2** - If you believe that any User Content is inaccurate or objectionable, you should contact us by sending an email to [info@tradingtable.com](mailto:info@tradingtable.com). Please provide us with detailed information about the nature and location of the alleged objectionable material so that we may easily locate and investigate the same.

**7.3** - By using this Website, you agree that:

a. You will not upload, post, email or otherwise transmit any material or other content that: (i) is defamatory, libelous, disruptive, threatening, invasive of a person's privacy, harmful, abusive, harassing, obscene, hateful, or racially, ethnically or otherwise objectionable; or that otherwise violates any law; (ii) contains software viruses or any other computer codes, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (iii) infringes any person or entity's intellectual property rights

(including but not limited to, patent, trademark, trade secret, copyright or other intellectual property right).

b. You will not impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity.

c. You will not repeatedly post the same or similar message ("flooding") or post excessively large or inappropriate images or content.

d. You will not distribute or publish unsolicited promotions, advertising or solicitations for funds, goods or services, including but not limited to, junk mail, spam and chain letters.

**7.4** - User Content becomes public information. You should be very careful about posting personally identifiable information such as your name, address, telephone number or email address. If you post personal information online, you may receive unsolicited messages from other Users in return.

**7.5** - You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You may not disclose your password to any third party and are solely responsible for any use of or action taken under your password. If your password is compromised, you must immediately change your password. You agree to accept responsibility for all activities that occur under your account or password, regardless of whether such use is authorized by you or not.

**7.6** - If you submit any User Content, you grant to us, and any of our successors, licensees, assigns, and affiliates, a royalty-free, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to use, reproduce, modify, edit, adapt, publish, translate, create derivative works from, distribute, perform and display the User Content, and in any other media, now known or hereafter devised.

**7.7** - This Website is for commercial purposes. This Website is meant for users 18 years old and over. We will not knowingly allow any user less than 18 years of age to submit any User Content to our Website.

## **8. Suggestions and Other Information**

If you or elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to any Website or Service (including any related technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner. In order to cooperate with governmental requests, to protect our systems and customers, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including but not limited to user contact details, IP addresses and traffic information, usage history and posted content. If we receive a governmental request regarding your account we will, where possible, provide you with details of such request.

## **9. Changes to Website or These Terms of Use**

**9.1** - Other than as may be required by law, we reserve the right to modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you, and you confirm that we shall not be liable to you or any third party for any modification to withdraw or withdrawal of the Website or any portion of it.

**9.2** - We may alter these Terms of Use from time to time, and your use of the Website (or any part of the Website) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Terms of Use have

been changed. If you do not agree to any change to the Terms of Use then you must immediately stop using the Website.

**9.3** - The Website is subject to constant change. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website.

## **10. Representations**

You represent and warrant to us that: (a) if you are a business, you are duly organized, validly existing and in good standing under the laws of the state in which your business is registered; (b) you have all requisite right, power and authority to enter into this Terms of Use, perform your obligations, and grant the rights, licenses and authorizations in this Terms of Use; (c) any information provided or made available by you to Amazon or its us is at all times accurate and complete; and (d) you and all of your subcontractors, agents and suppliers will comply with all applicable laws in your performance of your obligations and exercise of your rights under this Terms of Use.

## **11. Disclaimers**

**11.1** - WE MAKE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED IN RELATION TO THE ACCURACY OF ANY INFORMATION ON THE WEBSITE. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION. WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, IN RELATION TO THE WEBSITE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, ACCURACY, CONDITION OR COMPLETENESS, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OR TRADE.

**11.2** - WE MAKE NO WARRANTY THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR BUGS OR ARE FULLY FUNCTIONAL, ACCURATE, OR RELIABLE.

**11.3** - AS SET FORTH IN THE WEBSITE PRIVACY POLICY, YOU ACKNOWLEDGE THAT WE CANNOT GUARANTEE, AND THEREFORE SHALL NOT BE IN ANY WAY RESPONSIBLE FOR, THE SECURITY OR PRIVACY OF THE WEBSITE AND ANY INFORMATION PROVIDED TO OR TAKEN FROM THE WEBSITE BY YOU.

## **12. Limitations on Liability**

WE WILL NOT BE LIABLE FOR ANY ECONOMIC LOSSES (INCLUDING WITHOUT LIMITATION LOSS OF REVENUES, PROFITS, CONTRACTS, BUSINESS OR ANTICIPATED SAVINGS) OR ANY LOSS OF GOODWILL OR REPUTATION, OR ANY LOSS OR CORRUPTION OF DATA, OR ANY SPECIAL OR INDIRECT OR CONSEQUENTIAL LOSSES ARISING OUT OF YOUR USE OF THE WEBSITE; IN ANY CASE WHETHER OR NOT SUCH LOSSES WERE WITHIN THE CONTEMPLATION OF US AT THE DATE ON WHICH THE EVENT GIVING RISE TO THE LOSS OCCURRED.

## **13. Indemnification**

YOU AGREE TO BE FULLY RESPONSIBLE FOR (AND FULLY INDEMNIFY US AGAINST) ALL CLAIMS, LIABILITY, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING LEGAL FEES, SUFFERED BY US AND ARISING OUT OF ANY BREACH OF YOUR REPRESENTATIONS AND WARRANTIES OR THESE TERMS OF USE BY YOU OR ANY

OTHER LIABILITIES ARISING OUT OF YOUR USE OF THE WEBSITE, OR THE USE BY ANY OTHER PERSON ACCESSING THE WEBSITE USING YOUR COMPUTER OR INTERNET ACCESS ACCOUNT.

#### **14. Investigations of Violations of These Terms**

We may investigate any reported violation of these Terms of Use and take any action that we deem appropriate. We reserve the right to seek all remedies available at law and in equity for violations of the Terms of Use, including without limitation, the right to block access from a particular Internet and/or IP address to the Website. In addition such action may include, but is not limited to, issuing warnings, removing posted content and/or reporting any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other third parties.

#### **15. No Unlawful Use**

By accessing and/or using the Sites, you agree that you will not use the Sites for any unlawful purpose or engage in any other use prohibited by this Agreement. You further agree that you will not use the Sites in any manner that could damage, disable, overburden and/or impair any server, or the network(s) connected to any server, and/or interfere with any other party's use and enjoyment of the Sites. You may not attempt, through any means, to gain unauthorized access to any part of the Sites and/or any service, other account, computer system and/or network connected to any server. You may not access the Sites using a third party's account/registration. Unless specifically authorizes you to do so in writing, you may not deep-link to the Sites and/or access the Sites manually and/or with any robot, spider, web crawler, extraction software, automated process and/or device to scrape, copy and/or monitor any portion of the Sites and/or any Materials and/or other content on the Sites. Further, you may not license, sell and/or otherwise provide access to and/or use of the Sites to any third party, including without limitation to build a competitive product and/or service.

#### **16. Confidentiality**

During the course of your use of the Service, you may receive information relating to us or to the Service, information that is not known to the general public ("Confidential Information"). You agree that: (a) all Confidential Information will remain our exclusive property; (b) you will use Confidential Information only as is reasonably necessary for your participation in the Service; (c) you will not otherwise disclose Confidential Information to any other person (individual, corporation, partnership, limited liability company, governmental authority, association, joint venture, division or other cognizable entity, whether or not having distinct legal existence); and (d) you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Terms of Use. You may not issue any press release or make any public statement related to the Services, or use our name, trademarks or logo, in any way (including in promotional material) without our advance written permission, or misrepresent or embellish the relationship between us in any way.

#### **17. Notice for California Users**

Under California Civil Code Section 1789.3, California Website users are entitled to know that they may file grievances and complaints with: the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs, in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210, or by email at [dca@dca.ca.gov](mailto:dca@dca.ca.gov).

#### **18. Miscellaneous**



**18.1** - If any part of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from these Terms of Use and shall not affect the validity and enforceability of any of the remaining provisions of the Terms of Use.

**18.2** - These Terms of Use and our Privacy Policy, and any other terms or agreements that may be posted on the Website (as may be amended from time to time) ("Website Agreements") contain the entire agreement between you and us relating to the Website and your use of the Website and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between you and us in relation to such matters. No oral explanation or oral information shall alter the interpretation of these Website Agreements. You confirm that, in agreeing to accept these Website Agreements, you have not relied on any representation except insofar as the same has expressly been made a representation in these Website Agreements, and you agree that you shall have no remedy in respect of any representation which has not become a term of these Website Agreements. These Website Agreements will be exclusively governed by and construed in accordance with the laws of the State of New York and the courts located in the City and County of New York will have exclusive jurisdiction in any dispute, except that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

## **19. Contact Information**

You may send us notices or communicate with us by email to [info@tradingtable.com](mailto:info@tradingtable.com). If you send us an email that asks for a response, and you do not receive a response within ten (10) business days, please send us another email as we may not have received your previous email. When you send e-mail to us, you are communicating with us electronically, and you agree that we may communicate with you electronically. You acknowledge that that communications by email are not considered confidential communications. Therefore, please do not send us any confidential information by email.