

## **User Agreement Applicable to TrueLeCreuset.com Effective as of July 17, 2009**

These terms (as amended and modified as described below) apply to the site referenced above and any other site operated by Le Creuset of America, Inc. ("Le Creuset," "us", "we", or "our") or its affiliates to which the site referenced above is linked or associated and accessed by the user (and his, her or its affiliates and the persons employing any password or accessing the site referenced above as the user) (collectively, "user", "you", "your") from the site reference above (such site and all other sites linked or associated therewith or accessed therefrom, collectively, the "Website," which term includes all content, features and functionality thereof). Such terms, as so amended and modified, are referred to as the "User Agreement."

### 1. General Terms of Use.

**This User Agreement governs your use the use of the Website, including without limitation participation in its posting areas, photo galleries, bulletin boards, forums, chats, and all other areas (except to the extent stated otherwise on a specific page) as provided by us. Please read the terms contained in this User Agreement carefully. You can access this Agreement any time at <http://www.truelecreuset.com>. This User Agreement incorporates by reference our corporate [www.lecreuset.com](http://www.lecreuset.com/en-us/Legal-Statement/) online privacy policy located at <http://www.lecreuset.com/en-us/Legal-Statement/>. Your use of and/or registration on any aspect of the Website will constitute your agreement to comply with the User Agreement. If you do not agree to the terms of this User Agreement, including the incorporated terms, you are not authorized to use the Website and shall refrain from such use.**

You acknowledge and agree that we may modify, discontinue, or substitute the Website and any features associated therewith at any time.

### 2. Registration and Passwords.

We may require that you register or establish an account with us, and reaffirm registration or establishment of account and assent to the User Agreement or any amendments or modifications thereto, as a condition to your continued use of the Website or certain portions thereof. You may also be assigned, or required to select, a password, User ID, and/or other Authentication Information (collectively, "Authentication Information"). By using or creating Authentication Information, you represent and warrant that all Authentication Information provided by you or on your behalf is accurate and up-to-date. If any of your Authentication Information changes, you must update it by using the appropriate update mechanism on the Website, if available or by contacting us as set forth in Notices below. You agree that such registration and the use and creation of Authentication Information will be subject to the following terms and conditions:

- You will be solely responsible for maintaining the confidentiality of your Authentication Information and for all uses of the Website (including the posting of any content) under or by use of such Authentication Information. Without limiting the foregoing, you are solely responsible

for all usage or activity on the Website or with respect to your account by any person who uses your Authentication Information, with or without authorization, or who has access to any computer on which your account resides or is accessible. You shall be liable for, and shall indemnify us against, all losses and claims by reason of the use of your Authentication Information.

- You may not authorize others to use, or sub-license, transfer, sell or assign, your Authentication Information.
- If you believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your Authentication Information or any credit, debit or charge card number stored on the Website), you must promptly change the affected Authentication Information by using the appropriate update mechanism on the Website, if available, or notify us as described in Notices below.

### 3. Use of the Website.

(a) General. We grant you permission to access and use the Website as set forth in this User Agreement, provided that each of the following conditions has been met (and you agree to cause each of the following conditions to occur):

- You shall not distribute any part of the Website, including User Submissions (defined below), without our prior written consent;
- You shall not alter or modify any part of the Website (including the content and User Submissions), shall not circumvent, disable or otherwise interfere with security-related features of the Website or features preventing or restricting use (including downloading or copying) of any content, and shall not access User Submissions or content on the Website through any technology or means other than the features that are part of the Website;
- You shall not use the Website and for any commercial use, without our prior written consent. Prohibited commercial uses include: sale of access or advertising, use for generating revenue (including advertising), promotions or postings targeted to content of User Submissions or content, uses that we determine to compete with the Website, solicitations of any users of the Website with respect to their User Submissions, and collecting or harvesting any personally identifiable information, including account names. In addition, you shall not use any User Submissions (other than your User Submissions to the extent permitted below) for any commercial or solicitation purposes.
- You shall not use or employ any automated system or program (such as "robots/bots," "spiders," or "readers") accessing the Website and drawing on resources or making requests in a manner that would be greater than the typical uses by a human being during the same period of time. The foregoing does not prevent public search engines from using automated programs to create search indices and results (though not caches or archives), although we may revoke or condition this limited permission at any time.

- You are, and you represent and warrant that you are, more than 18 years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this User Agreement.

(b) Content and User Submissions. Without limiting the foregoing, with respect to content and User Submissions, we grant you permission to access and use the content on the Website and to post and access User Submissions, provided that each of the following conditions has been met (and you agree to cause each of the following conditions to occur):

(i) You acknowledge and agree that the content on the Website is owned by or licensed to us, subject to applicable intellectual property rights under the law. Content is provided for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever except in accordance with this User Agreement.

(ii) As to User Submissions of third parties,

- You may access User Submissions for your information and personal use solely as intended through the Website, but may not copy or download any such User Submission unless otherwise indicated on the Website;

- We do not endorse and not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such third party User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable. You waive any rights or remedies you have or may have against us with respect to third party User Submissions.

(iii) As to User Submissions submitted by you,

- We do not guarantee any confidentiality with respect to any User Submissions;
- You shall be solely responsible for such User Submissions and the consequences of posting or publishing them;
- You represent and warrant that you own or have the necessary licenses, rights, consents, and permissions to use and authorize us, our successors, assigns and affiliates to use all patent, trademark, trade secret, copyright or other proprietary rights, including privacy and publicity rights, in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and this User Agreement. Without limiting the foregoing, you will not submit material that is patented, subject to trademark rights, copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to make the uses contemplated by the Website and this User

Agreement;

- You hereby grant us (and our successors, assigns and affiliates) a worldwide, non-exclusive, royalty-free, sublicenseable, transferable, irrevocable, and perpetual license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the Website and our business (and the business of our successors, assigns and affiliates). Without limiting the foregoing, we may include any User Submissions in any books, materials, communications, or electronic records for any purpose, in any media formats, through any media channels and by any technological methods, in each case now or hereafter known;
- You also hereby grant each user of the Website a non-exclusive license to access your User Submissions through the Website, and to use, reproduce, distribute, display and perform such User Submissions as permitted through the functionality of the Website and under this User Agreement;
- You agree not to submit User Submissions that would violate (and you agree to abide by) any guidelines that we may establish from time to time and post to the Website. Without limiting the foregoing, we may establish limitations concerning the length, duration, and substance of any User Submissions in our sole discretion;
- You agree to comply with all applicable laws, rules and regulations relating to or governing the substance of your User Submissions.

(c) Definitions. For the purposes of this User Agreement (other than Section 10), the following terms (whether or not capitalized) have the meanings set forth below:

- “Content” includes all the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like, the trademarks, service marks and logos contained therein, but does not include any User Submissions.
- “User Submissions” means all information and content that you or a third party user may supply or upload. User Submissions include recipes, comments, e-mails, postings, other textual content, and other forms of media or information, furnished by you or a third party other than content furnished by us or our licensors or suppliers.

For the purposes of Section 10, “content” shall include content as defined above and User Submissions as defined above.

#### 4. Termination and Limitation as to the Website, Content, Accounts and Privileges; No Third Party Rights.

(a) General. Without limiting any other provision contained in this Section 4, you acknowledge and agree that any privileges you may have with respect to access and use of the

Website, the Content or third party User Submissions are not intended to be perpetual and that we may terminate any privileges or rights you may have with respect to the Website, Content, or third party User Submissions by posting to your account or providing electronic notice 10 days prior to such termination.

(b) Immediate Termination. You agree that we may without notice immediately remove, limit, or prevent the uploading of any User Submissions and/or that we may without notice immediately terminate or limit any privileges you may have with respect to that access and use of the Website, the Content or third party User Submissions if we determine in our good faith discretion that you have furnished User Submissions that are alleged by any person to infringe (or that would create any potential or threatened liability for us as to) any intellectual property or proprietary rights (including privacy and publicity rights) of any person, that violate the terms of this User Agreement or any guidelines established by us, that are alleged by any person (or that we determine in good faith) to violate any law, rule or regulation, and/ or that we otherwise determine to be inappropriate, pornographic, defamatory, offensive, or abusive;

If we are deemed to have waived our power to terminate under this Section 4, or otherwise permitted you to cure any alleged defect or violation, on one or more occasions, we may nonetheless exercise our powers to terminate under this Section 4 on any other occasion.

(c) DMCA. In addition to our rights and powers under Sections 4(a) and (b), or otherwise under this User Agreement, we may exercise the powers under Section 10.

(d) Effect. Termination or limitation, or the exercise of any right or power, under this Section 4 or under Section 10 shall be without prejudice to or limitation on any right or remedy we may have and shall not affect or limit your obligations or liabilities under, or our rights, immunities and powers under, Sections 3 (but your use rights shall be terminated), 4, 5, 6, and 8(a)-(e), all of which shall survive termination. Our exercise of any right or power under this Section 4 or under Section 9 shall be without liability to you (even if we are in error) except and only to the extent otherwise provided by law and then only to the extent that such exercise was in bad faith. Nothing contained in this Section 4 or in Section 9, or any other term of this User Agreement (other than Section 6) creates any third party beneficiary or any other rights in, or any duties of us to, any third party.

5. Disclaimer of Warranties; Elimination of Liability.

YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK. THE WEBSITE, CONTENT AND USER SUBMISSIONS ARE PROVIDED AS IS, WITH ALL FAULTS. EXCEPT, AND ONLY TO THE EXTENT, EXPRESSLY FORBIDDEN BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY, QUALITY, FITNESS FOR PARTICULAR PURPOSE, OR INFORMATIONAL CONTENT) AND ALL OTHER LIABILITIES IN CONNECTION WITH OR RELATING TO THE WEBSITE, THE CONTENT, THE USER SUBMISSIONS AND YOUR USE OF ANY OF THE FOREGOING. WE MAKE NO

WARRANTIES OR REPRESENTATIONS ABOUT THE FEATURES, FUNCTIONALITY, QUALITY OR OPERATIONS OF THE WEBSITE OR THE QUALITY, ACCURACY OR COMPLETENESS OF THE CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE. WITHOUT LIMITING THE FOREGOING, WE SHALL HAVE NO, AND WE ASSUME NO, LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, THE CONTENT OR USER SUBMISSIONS, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, CODES, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR USER SUBMISSIONS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT OR USER SUBMISSIONS POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY HYPERLINKED OR FRAMED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING OR LINK, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE THAT WE SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER.

THE WEBSITE IS CONTROLLED AND OFFERED BY US FROM OUR FACILITIES IN THE UNITED STATES OF AMERICA. WE MAKE NO REPRESENTATIONS THAT THE WEBSITE IS APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS.

THOSE WHO ACCESS OR USE THE WEBSITE FROM OTHER JURISDICTIONS DO SO AT THEIR OWN RISK AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

THE EXCLUSIONS, LIMITATIONS, DISCLAIMERS AND OTHER PROVISIONS IN THIS SECTION 5 APPLY WITH RESPECT TO ANY CLAIMS REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED ON WARRANTY, STATUTE, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Indemnity.

You hereby indemnify, hold harmless and agree to defend Le Creuset, Le Creuset's successors, assigns and affiliates (including parent companies), and the officers, directors, employees, agents and representatives of each of Le Creuset and the foregoing persons from and against, and agree to hold each of the foregoing harmless against, any and all losses, claims, expenses (including the expenses and attorney's fees and expenses associated with any claim), obligations, damages and liabilities incurred or suffered by any of the foregoing persons with respect to or arising from (i) your use of the Website and/or third party User Submissions, (ii) your User Submissions, (iii) your violation of any term in this User Agreement, (iv) your violation of any third party right, including patent, trademark, trade secret, copyright or other proprietary rights, including privacy and publicity rights. You agree that each of Le Creuset's successors, assigns and affiliates (including parent companies), and the officers, directors, employees, agents and representatives of each of Le Creuset and the foregoing persons is an intended third party beneficiary of and may enforce the provisions of this Section 6. The provisions of this Section 6 will survive the User Agreement, the termination of any permission allowing your use of the Website, and your use of the Website.

7. Notices. You may provide notice to us (other than for the purposes of Section 9) at our offices in South Carolina:

**Le Creuset of America, Inc.**  
**114 Bob Gifford Blvd.**  
**Early Branch, SC 29916**

We may provide notice to you at any address or e-mail account that you provide to us or that you use to submit any User Submission or to access the Website.

8. Other Terms.

(a) This User Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction.

(b) You agree that: (i) the Website shall be deemed solely based in South Carolina; and (ii) the Website shall be deemed a passive website that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than South Carolina.

(c) This User Agreement shall be governed by the internal substantive laws of the State of South Carolina, without respect to its conflict of laws principles. Any claim or dispute between you and us that arises in whole or in part from this User Agreement or your use of the Website shall be decided exclusively by the state and federal courts of competent jurisdiction located in Charleston, South Carolina.

(d) This User Agreement, together with the Privacy Notice and any guidelines or other notices published by us on the Website, shall constitute the entire agreement between you and us concerning the Website.

(e) If any provision of this User Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this User Agreement, which shall remain in full force and effect. No waiver of any term of this User Agreement shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under this User Agreement shall not constitute a waiver of such right or provision.

(f) We reserve the right to amend this User Agreement at any time and without notice, and it is your responsibility to review this User Agreement for any changes. Your use of the Website following any amendment of this User Agreement or any notice of revisions in Section 7 as provided shall constitute your assent to and acceptance of its revised terms.

(e) YOU AND WE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

#### 9. Digital Millennium Copyright Act Provisions.

(a) General Terms. The following provisions shall not create any right or claim in any third party under any provisions of the User Agreement (Sections 1-8 above). Rather, the provisions in this Section 9 are intended, as to any third party copyright owner or an agent thereof, to comply with the Digital Millennium Copyright Act ("DMCA"). As between us and you, however, the terms in this Section 9 are incorporated in and made a part of the User Agreement. No third party shall have any third party beneficiary or other rights under Sections 1-8 (other than as provided in Section 6), provided that a third party copyright owner or agent shall be entitled to exercise the powers and privileges in Section 9(b). Notifications and counter-notifications under this Section 9 may be provided to participants in the dispute or third parties, at our discretion and as required by law. The Privacy Policy does not apply as to or protect information in such notices.

(b) To File a Notification of Infringing Content. A copyright owner or its agent may file written notice alleging infringing content has been included on our Website. Such notice shall be made by email or written letter (regular U.S. mail or courier) or to our DMCA Agent as provide in (d) below.

Such notice must include the following:

- Identification of the work(s) claimed to have been infringed and a statement of ownership to such work(s);
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact the copyright owner or its authorized agent, such as an address, telephone number and e-mail address at which the copyright owner or its authorized agent may be contacted;
- A statement that the person submitting the notice, which must be the copyright owner or its authorized agent, has a good faith belief that use of the material in the manner complained of is copyrighted and is being used in a manner not authorized by the copyright owner, its agent or the

law;

- A statement, under penalty of perjury, that the information in the notification is accurate and that the submitter of the notice is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- The copyright owner's or its agent's physical or electronic signature (i.e., "/s/ [print name]").

In addition, please provide sufficient information to permit us to notify the users who posted the content that allegedly contains infringing material.

(c) To file a counter-notification.

If your content has been taken down as a result of a notification by a purported copyright owner that such party's copyright rights are infringed by your content, you may respond by sending us a DMCA counter-notification as follows:

- List the material that was removed and the location at which the material appeared before it was removed.
- Provide your name, address, telephone number, email address (if available);
- State that you consent to the jurisdiction of U.S. Federal District Court for the judicial district in which you reside (or New York, New York if your address is outside of the United States);
- State that you will accept service of process from the person who provided notification to us of the alleged infringement or an agent of such person;
- State the following: "I swear, under penalty of perjury, that I have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled"; and
- Your physical or electronic signature (i.e., "/s/ [print name]").

(d) DMCA Notices. Notices to us under this Section 9 shall be provided to:

**Le Creuset of America, Inc.**  
**360 Concord St., Suite 203**  
**Charleston, SC 29401**  
**(Attn: DMCA Agent c/o Marketing Department)**  
**Fax Number: 843.958.0670**  
**E-Mail: marketing@lecreuset.com**

NOTE: REQUESTS FOR TECHNICAL ASSISTANCE OR CUSTOMER SERVICE, OR COMMENTS, FEEDBACK OR OTHER COMMUNICATIONS, DIRECTED TO THE CONTACT LISTED ABOVE WILL NOT RESULT IN ANY RESPONSE. THE FOREGOING CONTACT INFORMATION IS SOLELY PROVIDED TO ALLOW NOTICE FOR THE PURPOSES SET FORTH IN THIS SECTION 9.