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In connection with User Submissions, you agree that: (i) you will not submit User Submissions that include material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights (including, without limitation, trademark, privacy and publicity rights) unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant the rights granted herein; (ii) neither the User Submissions, nor the use of the User Submissions as permitted in these Terms of Use, will infringe upon or violate the rights of any person or entity or any applicable laws; and (iii) you will not submit User Submissions that are unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or is otherwise inappropriate.

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### **Indemnification**

You hereby agree to defend, indemnify and hold Horizon Snack Foods, its parents, subsidiaries and affiliated companies and each of their respective agents, licensees, successors and assigns, harmless from and against any and all claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses, including reasonable attorney's fees, relating to or arising out of your use of the web site, any use of your User Submissions as permitted in these Terms of Use, and/or any breach or alleged breach of any of your warranties, representations or agreements hereunder.

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- b. a description of the copyrighted work or other intellectual property that you claim has been infringed
- c. a description of where the material that you claim is infringing is located, with enough detail that we may find it;
- d. your address, telephone number, and email address;
- e. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- f. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

### **Availability of Help**

This web site may provide a Help file or other instructions for the use of this site. However, you understand that Horizon Snack Foods is under no obligation to provide any support for the use of the web site.

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