

## Specialty Food Association (“SFA”) Member Agreement

These terms (“**Terms**”) govern membership in the SFA.

Membership is subject to the SFA bylaws (available at <https://www.specialtyfood.com/specialty-food-association/about-us/by-laws/>) and the SFA’s membership policies (available at <https://www.specialtyfood.com/specialty-food-association/membership/>).

Each member must designate an individual representative to serve as the primary contact for the SFA and, for General Members, to provide your input and vote on certain SFA decisions.

### Dues & Billing

To become a member, you must meet all membership eligibility criteria, which can be found under the “**Membership FAQs**”, be accepted by SFA, and pay all dues on time. While dues will vary from time to time, they typically will require you to pay a fee on an annual basis, or at some other recurring interval disclosed to you prior to purchase (the “**Membership Period**”). **All dues payments (including charges) are nonrefundable.**

**Your membership will automatically renew every 12 months.** The SFA will charge membership dues each year upon your membership renewal. We will notify you in advance of the upcoming membership renewal and automatic dues payment at the then current rate. SUBSEQUENT MEMBERSHIP RENEWALS WILL BE CHARGED TO THE SAME CREDIT CARD UNLESS A NEW PAYMENT METHOD IS PROVIDED OR YOUR MEMBERSHIP IS CANCELLED. A receipt for each payment will be provided and the charge will appear on your credit card statement. To cancel membership, log in to your account on [specialtyfood.com](https://www.specialtyfood.com) and cancel in the dashboard, or email [membership@specialtyfood.com](mailto:membership@specialtyfood.com); cancellation takes effect only at the conclusion of the Membership Period then in effect. Membership is automatically revoked for failure to timely pay dues within 14 days of their due date. Reinstating membership within three years of lapsing will incur a \$100 reinstatement fee.

We may change the price of dues from time to time, and we will communicate any price changes to you in advance and, if applicable, we will tell you how to accept those changes. Price changes for dues will take effect at the start of the next Membership Period. All dues and other fees are charged in US Dollars (USD) and may vary based on currency exchange rates. Members may also be charged additional credit card fees for currency conversion from non-USD currencies to USD.

### Member Benefits

The SFA provides members with unique, members-only benefits, such as reports, newsletters, webinars, and other programs. Only active members may exhibit at the SFA’s premier events, such as the Fancy Food Shows and FancyFaire.

While many benefits are included with your membership dues, some services require additional payment. By way of example, exhibiting and attendance at the Fancy Food Shows requires additional payment. Your membership level or type may determine the materials to which you have access. Please carefully review the terms of the applicable offer before registering for and paying dues.

As a member, you may proudly display the special “Member” SFA logo in your emails, on social media, and in marketing materials. The SFA will provide you with an image of the logo for your use, and the SFA grants you a limited, non-exclusive, revocable license to display that particular version of the logo for as long as you remain a member. You are granted no other license to use that or any other SFA mark (e.g., you may not use the SFA’s other logos, other than the specially provided “Member” logo).

All benefits are provided on an “as is,” “as provided” basis, may not be relied upon for any specific purpose outside of each member’s judgment, and are provided without any warranty, such as a warranty of fitness for a particular purpose. Except for governmental entities, the SFA is not liable for any harm to members or their employees, and each member waives any right to recover from the SFA, for any action or inaction by the SFA, to the maximum extent permitted by applicable law.

### **Disputes and Applicable Law**

**If any dispute cannot be resolved by informal discussions between the parties over 60 days, each member agrees (except for governmental entities prohibited by applicable law) that any dispute will exclusively be decided by binding arbitration on an individual basis. This means you will not have, and you waive, the right to have a judge or jury decide your claims, and that you ~~may~~ may not proceed in a class capacity.** All such disputes shall be exclusively submitted to Judicial Arbitration and Mediation Services (JAMS) ([www.jamsadr.com](http://www.jamsadr.com)) for binding arbitration under its rules then in effect (as modified by this agreement to arbitrate), before one arbitrator to be mutually agreed upon by both parties, and with discovery limited to no more than a single deposition of each side and a with a hearing held within 12 months of an arbitration demand. The location of any hearings will be determined by the applicable JAMS rules, provided that if the claim is for \$10,000 or less, you may choose to have the arbitration conducted (1) solely on the basis of the documents submitted to the arbitrator or (2) through a non-appearance based hearing by teleconference or videoconference. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising under or relating to the interpretation, applicability, enforceability, or formation of these Terms, including any claim that all or any part of these Terms are void or voidable. For the avoidance of doubt, the arbitrator shall have the exclusive power to rule on their own jurisdiction, including any objections with respect to the existence, scope, or validity of this agreement to arbitrate or the arbitrability of any claim or counterclaim. The arbitrator may award (on an individual basis) any relief that would be available in a court. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction.

Except for governmental entities, to which the law of their location applies, the laws of the United States and the State of New York govern these Terms and any claim or dispute that you may have against us, without regard to New York's or any other jurisdiction's conflict of laws rules.

### **Limitation of Liability**

#### **A. OUR LIABILITY TO YOU**

IN NO EVENT SHALL SFA, ITS OFFICERS, EMPLOYEES, PARTNERS, SPONSORS, ADVERTISERS, AGENTS, LICENSORS, AFFILIATES, SUPPLIERS, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") BE LIABLE FOR THE FOLLOWING DAMAGES (IF ANY) ARISING IN CONNECTION WITH YOUR USE OF (OR INABILITY TO USE) THE WEBSITES OR ANY PRODUCTS OR SERVICES OBTAINED THROUGH THE WEBSITES: (A) INCIDENTAL, CONSEQUENTIAL, SPECIAL, STATUTORY, EXEMPLARY, PUNITIVE, OR OTHER INDIRECT DAMAGES; (B) LOSS OF USE, PROFITS, DATA, OR BUSINESS, WHETHER DIRECT OR INDIRECT; (C) DAMAGES, INCLUDING FOR ANY DELAY OR FAILURE IN PERFORMANCE, ARISING FROM CAUSES BEYOND THE REASONABLE CONTROL OF THE RELEASED PARTIES; (D) DAMAGES ARISING FROM THE CONDUCT OF OTHER USERS OF THE SITES OR THEIR USER CONTENT; (E) OR DAMAGES RELATING TO THE DELAY, FAILURE, INTERRUPTION, DISCLOSURE, OR CORRUPTION OF ANY DATA OR INFORMATION TRANSMITTED IN CONNECTION WITH, OR BY USING, THE SITES.

IN NO EVENT SHALL THE COLLECTIVE LIABILITY OF THE RELEASED PARTIES IN CONNECTION WITH ANY DISPUTE (DEFINED BELOW) EXCEED THE GREATER OF (A) \$100 USD OR (B) THE TOTAL AMOUNT YOU PAID US IN CONNECTION WITH YOUR USE OF THE SITES DURING THE ONE-YEAR PERIOD PRIOR TO THE DATE WHEN THE FIRST CLAIM RELATED TO THE DISPUTE AROSE.

THE LIMITATION OF LIABILITY APPLIES REGARDLESS OF LEGAL THEORY, WHETHER OR NOT THE RELEASED PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. YOU UNDERSTAND AND AGREE THAT THE LIMITATION OF LIABILITY IS AN ESSENTIAL ASPECT OF OUR ABILITY TO PROVIDE MEMBERSHIP TO YOU AND THAT WE WOULD NOT BE ABLE TO DO SO WITHOUT IT.

## **B. ADDITIONAL RIGHTS**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. FOR CLARIFICATION, NOTHING IN THESE TERMS SEEKS TO EXCLUDE OR LIMIT ANY DAMAGES THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW. YOU AGREE, HOWEVER, THAT THE TERMS OF THIS SECTION APPLY TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

### **Indemnification**

Except for governmental entities, you agree to defend (at SFA's option), indemnify, and hold harmless the Released Parties from any and all liabilities, claims, demands, damages, costs, and expenses (including reasonable attorneys' fees of counsel selected in our sole discretion and other legal costs), made by any third party due to or arising out of your violation of the rights of any third party. We reserve the right to assume exclusive defense and control of any matter otherwise subject to indemnification by you and you agree to cooperate with us if and as requested in the defense and settlement of such matter. You agree never to settle any matter for which your indemnification is required absent our prior written consent.

Separately, if you initiate (or threaten to initiate) any litigation, arbitration, or otherwise assert any claim against the Released Parties that is based, arises from, or relies, in whole or in part, upon a repudiation or breach of any promise, representation, warranty, agreement, or consent that you have made to or with SFA, you agree to indemnify and hold the Released Parties harmless from any and all liabilities, claims, demands, damages, costs, and expenses (including reasonable attorneys' fees of counsel selected in our sole discretion and other legal costs) that arise, whether it is brought or asserted individually or as part of a collective or class proceeding.

### **Miscellaneous**

- **No waiver.** Our failure to act with respect to a breach by you or others does not waive our right to act with respect to a subsequent or similar breach or breaches. If SFA does not exercise or enforce any legal right or remedy contained in these Terms (or which SFA has the benefit of under any applicable law or regulation), such action or inaction shall not be taken to be a formal waiver of SFA's rights, and all such rights or remedies shall still be available to SFA.
- **Severability.** If any provision of these Terms is held to be invalid by a court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.
- **Entire Agreement.** These Terms set forth the entire understanding and agreement between us with respect to your membership in the SFA. To the extent these Terms conflict with the terms of another written contract with the SFA, such as a contract to exhibit or attend an SFA event, the terms of that other contract will govern.
- **Assignment.** You may not assign, transfer, or sublicense any or all of your rights or obligations under these Terms without our express prior written consent. We may assign, transfer, or sublicense any or all of our rights or obligations under these Terms without restriction.
- **No Relationship.** These Terms do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and SFA.
- **Governmental Entities.** While all other members must comply with the SFA's member policies, governmental entities are exempt to the extent those policies are inapplicable or that applicable law prohibits the governmental entity from agreeing to such terms.

### **Contacting SFA**

If you have any questions about these Terms, please contact us at the following address:  
Specialty Food Association, Inc.  
136 Madison Avenue, 12th Floor  
New York, NY 10016

Or you can email us at: [membership@specialtyfood.com](mailto:membership@specialtyfood.com)

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