

HI-CHEW.COM PRIVACY POLICY

Welcome to www.hi-chew.com (this “Site”) operated by Morinaga America (“Morinaga”). Please read the terms and conditions (the “Terms & Conditions”) which appears on [www.hi-chew.com/terms and conditions](http://www.hi-chew.com/terms%20and%20conditions) before using this Site. Morinaga respects the privacy of visitors of this Site and understands the importance of privacy to visitors of this Site. This privacy policy (the “Privacy Policy”) is designed to explain Morinaga’s policies and procedures regarding personal information collected on this Site.

1. **PERSONAL IDENTIFYING INFORMATION.** Your personal identifying information, such as your name, street or e-mail addresses, phone numbers, delivery locations or any other information which, when used by itself or with other data (collectively, the “Personal Identifying Information”) might identify you individually, is only collected if you send your Personal Identifying Information to Morinaga voluntarily as part of using this Site. Morinaga may use the Personal Identifying Information to offer you the opportunity to receive notices regarding other products or services of Morinaga or the products or services of our affiliates or other third parties and to further personalize your experience on this Site and with Morinaga. The Personal Identifying Information is used only for Morinaga’s legitimate business interests including but not limited to establishing customer credit, fulfilling contracts for services, billing functions, answering customer questions and complying with applicable laws and regulations. Your personal health information, if any, that you provide Morinaga in order to purchase our products or to obtain answers from experts (such as in connection with Morinaga bulletin boards, chat rooms and other interactive web pages, if applicable) is also included in the Personal Identifying Information. If Morinaga requests the Personal Identifying Information, Morinaga agrees to maintain the confidentiality of the Personal Identifying Information in accordance with applicable state and federal laws and regulations. You agree to provide only the Personal Identifying Information that is specifically asked for by Morinaga and you shall not submit the Personal Identifying Information in any other form, including e-mail or through chat rooms, other than through our secure server.

2. **DISCLOSURE.** By providing Morinaga with your Personal Identifying Information, you grant Morinaga, and its affiliates and subsidiaries the right to use the Personal Identifying Information for Morinaga’s business purposes and in a manner consistent with the policies of Morinaga and applicable state and federal laws and regulations. Morinaga does not sell, rent or disclose your Personal Identifying Information to any third party, except as described in this section. Morinaga may contract with reputable vendors to assist Morinaga in processing information or delivering the items that Morinaga’s customers order. These vendors are restricted from using or selling the Personal Identifying Information for any purpose other than helping Morinaga to provide the products and services. Morinaga may provide aggregate statistics about Morinaga’s customers, sales, online traffic patterns and related information to reputable third parties, but these statistics will not include any Personal Identifying Information. Finally, if disclosure of any Personal Identifying Information is required by law or by an appropriate government authority, Morinaga will comply accordingly.

3. **COOKIES.** As part of offering and improving Morinaga’s products and/or services, Morinaga may use “cookies” to store and sometimes track information about Morinaga’s online

customers and users. A cookie is a small amount of data that is sent to your browser from a web server and stored on your computer's hard drive. Cookies can make use of this Site easier by saving status and preferences about this Site. Some parts of this Site where you are prompted to log-in or that are customizable may require that you accept cookies. Cookies by themselves cannot be used to find out the identity of any user. Most browsers are initially set to accept cookies but users can change the setting to refuse cookies or to be alerted when cookies are being sent.

4. YOUR CONTROL. You may, at any time, remove your Personal Identifying Information from Morinaga's current customer database. If you have submitted your Personal Identifying Information to Morinaga, and you wish to have it removed from Morinaga's records, please e-mail Morinaga at info@hi-chew.com. However, for record keeping purposes, Morinaga will retain the Personal Identifying Information you submitted for any previously completed contractual transactions.

5. YOUR USE. By using this Site, you agree not to disrupt or intercept Morinaga's electronic information posted on this Site or on any of Morinaga's servers. You also agree not to attempt to circumvent any security features of this Site, and to abide by all applicable local, state, federal and international laws. In the "Registration" and the "Contact Us" sections of this Site, Morinaga asks for some Personal Identifying Information, such as name and mailing address, but this information will only be used by Morinaga if Morinaga needs to contact you directly to respond to questions, comments, or inquiries, or to notify you about updates, products, services, activities, or upcoming events, or for other communications with you. By using this Site, you consent to the collection and use of this information by Morinaga.

6. CHILDREN. Morinaga strongly believes in protecting the privacy of children online [we define "children" as minors younger than thirteen (13) years old]. Therefore, Morinaga will not knowingly collect or use any Personal Identifying Information from children or knowingly allow children to register with Morinaga. Any Personal Identifying Information that is inadvertently collected from children will be deleted promptly upon discovery. If you are thirteen (13) years old or younger, please do not use this Site without your parent's supervision.

7. SECURITY. Morinaga is committed to providing reasonable measures, such as password protection, to protect your Personal Identifying Information, including medical information, from any unauthorized access or disclosure. However, when you transmit any Personal Identifying Information, including medical information, through any of the pages on this Site, your Personal Identifying Information is not encrypted before being sent over the internet. There is no absolute guarantee of security or of privacy.

8. DISCLAIMER OF LIABILITY. WHILE MORINAGA HAS TAKEN CERTAIN SECURITY MEASURES TO GUARD AGAINST UNAUTHORIZED ACCESS OR INTERCEPTION OF THIS SITE AND PERSONAL IDENTIFYING INFORMATION, THERE IS NO ABSOLUTE GUARANTEE OF SECURITY OR PRIVACY. ACCORDINGLY, MORINAGA MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, THAT THE INFORMATION PROVIDED BY YOU SHALL BE FREE FROM INTERCEPTION OR UNAUTHORIZED ACCESS, AND DOES NOT PROVIDE ANY IMPLIED WARRANTIES

OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERCEPTION OR UNAUTHORIZED ACCESS, MORINAGA SHALL NOT BE RESPONSIBLE FOR SUCH INTERCEPTION OR UNAUTHORIZED ACCESS, OR FOR ANY DAMAGES OF ANY KIND, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL IN NATURE OR OTHERWISE (INCLUDING LOST PROFITS) SUFFERED BY YOU, EVEN IF MORINAGA HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN TRANSMITTING ELECTRONIC COMMUNICATIONS TO MORINAGA, YOU ARE REQUESTING THAT MORINAGA SEND INFORMATION TO OR CONTACT YOU REGARDING MORINAGA'S PRODUCTS. MORINAGA WILL MAKE EVERY EFFORT TO ACCOMMODATE REASONABLE REQUESTS FOR INFORMATION PERTAINING TO MORINAGA'S PRODUCTS AND SERVICES IN A TIMELY MANNER BUT MAKES NO GUARANTEES FOR THE TIMELINESS OF SUCH RESPONSES. YOU SHOULD BE AWARE THAT MORINAGA IS NOT RESPONSIBLE FOR DELAY, NON-DELIVERY, OR NON-RECEIPT OF ANY INFORMATION EXCHANGED BETWEEN YOU AND MORINAGA OR VICE-VERSA DUE TO INTERNET CONNECTIVITY PROBLEMS, MAN-MADE OR NATURAL DISASTERS, FORCE MAJEURE, COMPUTER MALFUNCTIONS OR INCORRECT CONTACT INFORMATION (INCLUDING BUT NOT LIMITED TO E-MAIL ADDRESSES, MAILING ADDRESSES, TELEPHONE, CELLULAR, PAGER, OR FAX NUMBERS) SUPPLIED BY YOU.

9. CHANGES TO THE PRIVACY POLICY. Morinaga reserves the right, at any time and without notice, to add to, change, update, or modify the Privacy Policy, simply by posting such change, update, or modification on this Site. If Morinaga decides to change the Privacy Policy, Morinaga will post those changes on this Site so that you are always aware of what information Morinaga collects, how Morinaga uses it and under what circumstances Morinaga discloses it. Any such change, update, or modification will be effective immediately upon posting on this Site and your use of this Site.

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