



Website Terms of Use

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Please read these Terms carefully because your access to and use of the Site, and any content, information, or other materials (collectively, "Content") available on or through the Site is subject to these Terms. These Terms are a legally binding contract between you and Big Dutchman, and by accessing or otherwise using the Site or its Content, you are agreeing to be bound by these Terms. In addition, when using a particular service and/or accessing certain materials on or through this Site, you will be subject to any posted terms, conditions and rules applicable to the service and/or materials, which are incorporated into these Terms and govern any conflict or inconsistency with these Terms. Your use of this Site is also governed by our Privacy Policy.

IF YOU DO NOT UNDERSTAND OR ACCEPT AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THESE TERMS YOU MUST STOP ACCESSING AND USING THE SITE.

1. Site Content, Services and Software

Through this Site, Big Dutchman may make available to you: (a) certain Content; and (b) various services and functionality (collectively, "Services").

Big Dutchman and its licensors grant to you a personal, non-exclusive, non-transferable license to: (a) access, view, download, print, use and display Content; and (b) use the tools and software on the Site (collectively, "Software") solely for your personal, non-commercial use. In these Terms, all references to the "Site" shall be deemed to include all "Software," "Content" and "Services," unless otherwise expressly indicated. All rights not expressly granted by Big Dutchman to you are retained by Big Dutchman, and you may not use the Site and/or any element of the Site in any manner or for any purpose not expressly authorized by these Terms. The rights granted to you do not include, and are not applicable to, the design or layout of the Site, which are protected by trade dress and other laws and may not be copied or imitated in whole or in part.

The Site design, text and graphics, and the selection and arrangement of such elements are copyrighted and are protected by worldwide copyright laws and treaty provisions. Unless otherwise indicated, all product and service marks and logos displayed on the Site are subject to the trademark rights of Big Dutchman or its business partners. You shall not: (a) remove or destroy any proprietary rights marks or legends on or in the Site; (b) modify, enhance, adapt, translate, or create derivative works of the Site; (c) republish, post, transmit, transfer, distribute, assign, sublicense, rent, lease or sell the Site; (d) decompile, disassemble or reverse engineer the Site; (e) reproduce or make copies of the Site; (f) "frame" or "mirror" the Site on any other server or Internet-based device; and/or (g) access, view, download, print, use and/or display the Site for any commercial or other money-making purpose; (h) download or copy Account information for the benefit of another merchant; (i) use any data mining, robots, or similar data gathering and extraction tools; or (j) use any meta tags or any other "hidden text" utilizing Big Dutchman's name or trademarks without our express written consent. You acknowledge that certain elements of the Site are, or may in the future be, licensed to Big Dutchman by third parties and that the availability of such elements may cease automatically, without notice or liability on the part of Big Dutchman.

Failure of a mark to appear on this page does not mean that we do not use or own that mark. Our trademarks cannot be used without an express, written license agreement. Our trademarks and trade dress may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Big Dutchman. All other trademarks not owned by Big Dutchman that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Big Dutchman.

Big Dutchman and/or its licensors own and shall retain all rights, title and interests, including all intellectual property rights, in and to the Site, and all elements thereof. Except for the express licenses granted to you herein, you neither have nor acquire any rights, title or interests in or to the Site, or any element thereof.

2. Site Access, Registration, and Passwords

You may browse the Site and view Content without registering, but as a condition to using certain aspects of the Site, you may be required to register with Big Dutchman through creation of a user account ("Account") and to select a password and user name ("User ID"). You shall provide us with accurate, complete, and updated registration information. By opening an Account with us, you promise not to: (a) select or use the identity of another person with the intent to impersonate that person; (b) use a name subject to the rights of any other person without authorization; (c) use an identity that we, in our sole discretion, deem inappropriate or offensive; or (d) breach any representation, warranty or promise made by you in this policy regarding your Account. Failure to adhere to any of the foregoing shall constitute a breach of these Terms, which may result in immediate termination of your account.

You are solely responsible for the security of online access to this Site, including access to your Account, and you must take precautions to protect the confidentiality of your password and User ID. You should not share your password or User ID with any other person or entity. You should contact us immediately if you suspect unauthorized use of your password or User ID, or any other unauthorized activity on your Account. You must exit fully out of your Account at the end of each session. You are solely responsible for verifying the accuracy of all transactions placed in your Account and for ensuring that you receive a confirmation for all transactions placed for your Account.

Those features requiring registration are intended for adults who are at least 13 years of age and have reached the age of majority under applicable law. In consideration for your use of these features, you represent that you are of legal age to form a binding contract and are legally able to receive services under the laws of the United States. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by our registration form, and (b) maintain and promptly update your Account information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your Account and refuse any and all current or future use of our Site and its related services. Please keep in mind that registering an Account for certain features of our Site may require the submission of information such as your email address or mailing address.

3. User Content

In certain portions of the Site, users may be allowed to submit information, data, text, software, messages, and/or other materials (individually and collectively, "User Content"). All User Content is the sole responsibility of the person by whom the User Content was posted. This means that you, and not us, are solely responsible for all User Content that you upload, post, transmit or otherwise make available through or on this Site. You are also solely responsible for all User Content posted under your Account. Big Dutchman does not control the User Content posted on or through this Site and, therefore, Big Dutchman does not guarantee the accuracy, integrity or quality of such User Content. You represent and warrant that (i) you own or otherwise control all of the rights to the User Content that you post; (ii) that the User Content is accurate; (iii) use of the User Content you supply does not violate this policy; (iv) the User Content does not infringe any intellectual property or other rights of any third party and does not violate any applicable laws or regulation; and (v) the User Content will not cause injury to any person or entity. If we determine, in our sole discretion, that any User Content submitted by you is offensive or inappropriate, we may ask you to retract or modify the User Content in question. If you fail to meet our request within the time specified, then we may terminate your Account.

Under no circumstances will we be liable in any way for any User Content. You are solely responsible for any use or reliance on the User Content, including on its accuracy, completeness, or usefulness. You acknowledge that we do not have any obligation to pre-screen, restrict or monitor User Content, although we reserve the right (but not the obligation) in our sole discretion to refuse or remove any User Content that is available through our Site. Without limiting the foregoing, we and our designees shall have the right to remove any User Content that violates these Terms or any other applicable policy or is otherwise objectionable.

We do not want to receive any confidential or proprietary information from you through this Site or by email. Unless otherwise agreed in writing by an authorized Big Dutchman employee, any material, information or idea you transmit to Big Dutchman or the Site by any means may be disseminated or used by Big Dutchman without compensation or liability to you for any purpose

whatsoever, including, but not limited to, developing, manufacturing and marketing products. However, this provision does not apply to personal information that is subject to our Privacy Policy.

We do not claim ownership of the User Content you upload, place or post through this Site. You are responsible for protecting your rights in such User Content and are not entitled to our help in protecting such User Content. By uploading, placing or posting User Content through this Site, you grant Big Dutchman a perpetual, irrevocable, world-wide, royalty-free, non-exclusive and fully sublicensable license to use, distribute, reproduce, modify, adapt, translate, publicly perform, publicly display, and create derivative works from the User Content (in whole or in part) and to incorporate such User Content into other works in any format or medium now known or later developed, for any purpose associated with the Site. You grant Big Dutchman and its sub-licensees the right to use the name that you submit in connection with such User Content, if Big Dutchman chooses.

4. Prohibited Behaviors

Your ability to use this Site and contribute to discussions depends on your compliance with community standards and the conduct guidelines set forth in these Terms, including the section "User Content," above. If you fail to conduct yourself appropriately, we may revoke your privileges to use all or a portion of this Site and/or take other appropriate measures to enforce these community standards and conduct guidelines if violations are brought to our attention.

The following is a non-inclusive list of behaviors that are not permitted on the Site. You agree not to:

- upload, post, transmit or otherwise make available any User Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy (up to, but not excluding any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically or otherwise objectionable;
- impersonate any person or entity, including, but not limited to, any of our employees, company officials, directors, shareholders, agents, representatives or users, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers to disguise the origin of any Content posted, transmitted or otherwise made available through the Site;
- upload, post or otherwise transmit any Content that you do not have a right to upload, post or otherwise transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- upload, post or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;
- upload, post, or otherwise transmit unsolicited commercial email or "spam," including unethical marketing, advertising, "chain letters" or any other practice that is in any way connected with "spam", such as (a) sending mass email to recipients who haven't requested email from you or with a fake return address, (b) promoting a site with inappropriate links, titles, descriptions, or (c) promoting your site by posting multiple submissions in public forums that are identical;
- upload, post or otherwise transmit any material that contains software viruses, Trojan horses, malware or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or intercept messages sent from a computer or communications device;
- interfere with or disrupt the Site, servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
- intentionally or unintentionally violate any applicable local, state, national or international law;
- "stalk" or otherwise harass another;
- promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals, which may include, without limitation, providing instructions on how to assemble bombs, grenades and other weapons or incendiary devices;
- offer for sale or sell any item, good or service through our Site;
- use the Site as a forwarding service to another website;
- allow usage by others in such a way as to violate these Terms or any other applicable policy;
- take any steps to interfere with or in any manner compromise any of our security measures;
- use the Site for fraudulent purposes;

- harvest or collect any information about or regarding other Account holders, including, without limitation, any personal data or information;
- sell, lend, lease, trade, rent, barter, sublicense, assign, transfer, or grant rights in any manner to your Account, or password, including, without limitation, on or through the use of any third party website or service;
- copy the Site or any portion thereof (other than as provided under United States copyright laws) or remove any proprietary notices from this Site;
- cause, permit or authorize the modification, creation of derivative works, or translation of this Site without our express permission;
- attempt to decompile, reverse engineer, disassemble, modify or hack this Site or to defeat or overcome any encryption and/or digital rights management technology implemented by us with respect to this Site and/or data transmitted, processed or stored by us or this Site; or
- use this Site for any commercial purpose or for the benefit of any third party or in any manner not permitted by this policy, or otherwise exceed the scope of our services that you have signed up for (i.e., by accessing and using the tools that you do not have a right to use).

5. Product Information and Pricing

All prices for products and services detailed on our Site are listed in U.S. Dollars unless otherwise specified. The prices, availability and information of products and services are subject to change without notice. If Big Dutchman discovers an error in such information it will seek to correct it.

6. Privacy

We have a policy that addresses privacy. Your use of our Site is subject to it. Please read our Privacy Policy so that you understand the parameters of privacy when using our Site. Keep in mind, however, that the information you make available or voluntarily post on this Site is public and not protected under our Privacy Policy.

We reserve the right to monitor some, all, or none of the areas of this Site for adherence to these Terms. You acknowledge that by providing you with the ability to post information on this Site, we are acting as a passive conduit for distribution and we are not undertaking any obligation or liability relating to any postings or activities on this Site.

7. Third Party Information

Please be aware that when you are on the Site, you could be directed to other sites that are beyond Big Dutchman's control. Big Dutchman is not responsible for the content of any linked site or any link contained in a linked site owned or controlled by a third party. Big Dutchman reserves the right to terminate any link or linking program at any time. Big Dutchman provides such links only as a convenience to you. Big Dutchman has not endorsed, tested or verified any information, programs, companies, or products on sites to which it links. If you decide to access any third party sites linked to this Site and/or provide any personally identifiable information to such, you do so subject to the terms and policies applicable to those sites and entirely at your own risk.

Big Dutchman may provide you information from third parties as part of this Site. Unless expressly stated, Big Dutchman does not represent, endorse or guarantee the accuracy, completeness, timeliness, reliability or suitability of any information provided by third-parties. You agree that Big Dutchman is not responsible for third party information accessible through this Site, including opinions, advice, statements, recipes or other health and wellness information and advertisements, and that you use such information at your own risk. Please consult with your doctor before starting a new diet, fitness or supplement regimen.

8. Third Party Service Providers

Big Dutchman may use third party service providers to help develop and maintain this Site, to provide specific services offered through this Site, and to help service your Account. You agree that the terms and conditions set forth in these Terms, including all disclaimers of warranties and limitations of liability, inure to the benefit of any third party service providers engaged by Big Dutchman. All references to Big Dutchman are deemed to include its agents and service providers. All agents and service providers of Big Dutchman will be authorized to use your personal information only for the purpose for which they are hired.

9. Territory

Big Dutchman operates this Site from its office within the United States. Big Dutchman makes no representation that content and materials on this Site are legal or appropriate for use from outside the United States. Please keep in mind that this Site may not conform with the laws of your country. If you access this Site from outside the United States, you do so at your own risk. You may not use the Site in violation of United States export laws and regulations.

10. DISCLAIMER OF WARRANTIES

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THE INFORMATION PROVIDED ON THIS SITE IS PROVIDED FOR GENERAL CONSUMER UNDERSTANDING AND EDUCATIONAL PURPOSES ONLY AND SHOULD NOT BE INTERPRETED AS A RECOMMENDATION FOR A SPECIFIC PRODUCT OR COURSE OF ACTION. THE INFORMATION MAY CONTAIN INACCURACIES AND TYPOGRAPHICAL ERRORS. ALTHOUGH BIG DUTCHMAN MAY UPDATE THIS SITE, SOME OF THE INFORMATION MAY BE OUT OF DATE OR CONTAIN OTHER ERRORS. BIG DUTCHMAN DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY INFORMATION POSTED OR ANY OPINION, ADVICE OR STATEMENT DISPLAYED ON THIS SITE. YOU AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK.

11. LIMITATION OF LIABILITY

REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, IN NO EVENT SHALL BIG DUTCHMAN, ITS AFFILIATES, ITS LICENSORS AND/OR ITS INFORMATION AND SERVICE PROVIDERS BE LIABLE OR RESPONSIBLE TO YOU IN ASSOCIATION WITH THE SITE, OR YOUR USE THEREOF, FOR ANY: (A) INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF THEY ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOST EXPECTANCY OR BUSINESS INTERRUPTIONS. ANY CLAIM RELATED TO THE SITE MUST BE INITIATED WITHIN ONE (1) YEAR OF THE DATE OF THE EVENT THAT GAVE RISE TO THE CLAIM.

BIG DUTCHMAN SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DELAY OR FAILURE IN THE SITE, OR ANY COMPONENT THEREOF, OR YOUR ABILITY TO ACCESS OR USE THE SITE, RESULTING FROM CAUSES OUTSIDE OF BIG DUTCHMAN'S CONTROL, INCLUDING, WITHOUT LIMITATION, POWER OUTAGES, ACCIDENTS, STRIKES, FIRES, WAR OR ACTS OF GOD.

12. Indemnification

You agree to indemnify, defend, and hold harmless Big Dutchman, and its parents, subsidiaries, affiliates, officers, agents, co-branders, partners, licensors, and employees, harmless from any alleged claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your User Content, your use of this Site, your connection to this Site, your violation of these Terms or any other applicable policy, your violation of any rights of another, or breach of any representation or warranty made by you under these Terms, whether you are a registered user or not. You are solely responsible for your actions when using this Site, including, but not limited to, costs incurred for Internet access.

13. Termination and Modification

Big Dutchman may terminate your access to this Site at any time and for any reason without prior notification. Additionally, Big Dutchman may modify this Site at any time, and continuing to use the Site constitutes your agreement to such modifications. We may also, in our sole discretion and at any time, with or without notice, discontinue this Site or any portion of it, restrict the time the Site is available, or restrict the amount of use permitted. You agree that we may terminate or restrict your access to this Site under these Terms or under any other applicable policy without prior notice, and acknowledge and agree that we may immediately deactivate or delete your Account, as applicable, and all related information and files. We reserve the right to bar any further access to such files and this Site. You agree that we will not be liable to you or any third-party for any termination of your Account or access to this Site. Provisions that survive termination of these Terms are those relating to ownership, limitations of liability, indemnification and others which by their nature are intended to survive.

14. Applicable Law, Severability and Waiver

To ensure consistency in the interpretation and enforcement of these Terms and Big Dutchman' rights in the Site, these Terms will be governed exclusively by Michigan law and controlling U.S. federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. You expressly agree that any litigation or dispute arising between you and Big Dutchman related, in any way, to the Site and/or these Terms, or any disputes, actions, claims, or causes of action related thereto, shall be initiated and maintained before the Circuit Court for Ottawa County, Michigan or the United States District Court for the Western District of Michigan, Southern Division. You expressly consent and irrevocably submit to the exclusive personal jurisdiction and venue of such courts.

If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be modified as necessary to be valid and enforceable, and all other provisions of these Terms shall remain in full force and effect.

The failure of Big Dutchman to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Big Dutchman in writing. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will affect the other provisions of these Terms.

15. Assignment.

You may not assign your rights and obligations under these Terms without our prior written consent.

16. Digital Millennium Copyright Notices

If you believe any User Content on our site infringes your copyright, you may report such infringement to us using the following procedure. Notices and demands made pursuant to the Digital Millennium Copyright Act Section 512(c) (17 U.S.C. § 512(c)) must be submitted to:

Chief Financial Officer
Big Dutchman, Inc.
3900 John F Donnelly Dr.
Holland, MI 49424

To be effective, the notification must be a written communication to the above that includes the following:

- A physical or electronic signature of the copyright owner or one authorized to act upon their behalf;
- 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 and remove the material;
- Your contact information, including address, telephone number, and, if available, your email address, at which you can be contacted;
- A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

17. Amendments to Terms of Use

Big Dutchman reserves the right to change the terms and conditions of these Terms, our Privacy Policy and/or any of its other terms, conditions and rules relating to the Site, at any time in its sole discretion. Big Dutchman shall notify you of such changes by posting the changes on the Site. You are responsible for regularly reviewing the Site and these Terms regarding such changes. Continued use of the Site after any such changes have been posted shall constitute your agreement to them.

18. Contact Us

if you have any questions or comments about our policies and practices or wish to report a violation of these terms, please contact us at bigd@bigdutchmanusa.com or 616-582-4000. Your comments and suggestions about this Site are always appreciated.

Effective date: May 16, 2018