

## **A. Related Policies and Terms**

Additional policies and terms apply to use of specific portions of this Site and to the purchase of certain Merchandise or Services and are included as part of the Site Terms. Please refer and review all additional specific terms and conditions as described on [www.Gooddens.com](http://www.Gooddens.com).

The Site Terms apply exclusively to your access to, and use of, this Site and do not alter in any way the terms or conditions of any other agreement you may have with Gooddens for products, services, or otherwise.

Goodden's has adopted a Privacy Statement that you should refer to in order to fully understand how we use and collect information. To learn about Goodden's privacy practices, please click on the Truste link located on [www.Gooddens.com](http://www.Gooddens.com).

## **B. Modification of Site Terms**

Goodden's reserves the right to modify these Site Terms at our sole discretion from time to time and only Goodden's has the right to do so. If the Site Terms are changed, we will post the new terms on the Site and note the date they were last updated. Any changes or modification will be effective upon posting of the Site Terms as revised, and your use of the Site following the posting will constitute your acceptance of the new Site Terms.

## **C. United States Usage**

This Site is operated by a U.S. entity and is governed by the state and federal laws of the United States. The laws of your jurisdiction may be more or less strict than the laws that apply to this Site. If you access this Site from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

## **D. License and Site Access**

Goodden's grants you a limited license to make personal use only of the Site. Such grant does not include, without limitation: (a) any resale or commercial use of this Site or any Site Materials (defined below); (b) modification, adaptation, translation, reverse engineering, decompilation, disassembly or conversion into human readable form any of the Site materials not intended to be so read, including use of or directly viewing the underlying HTML or other code from this Site except as interpreted and displayed in a web browser; (c) copying, imitating, mirroring, reproducing, distributing, publishing, downloading, displaying, performing, posting or transmitting any Site Materials (including any Goodden's trademarks) in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise; (d) the collection and use of any product listings or descriptions; (e) making derivative uses of the Site and any Site Materials; or (f) use of any data mining, bots, spiders, automated tools or similar data gathering and extraction methods, directly or indirectly, on the Site Materials or to collect any information from the Site or any other user of the Site. Except as noted above, you are not conveyed any right or license by implication, estoppel, or otherwise in or under a patent, trademark, copyright, or proprietary right of Goodden's or any third party. You may not use any meta tags or any other "hidden text" utilizing Goodden's's name, trademark, or product name without our express written consent. "Site Materials" means all materials on the Site, including, without limitation, trademarks (as specifically defined in these Site Terms) design, product description, HTML text, graphics, other files, photographs, codes, software layout, designs forms and the selection and arrangement thereof.

We may terminate this license and your use of or access to the Site if you make or permit any unauthorized use of this Site. Such actions by you may violate applicable law including, without limitation, copyright laws, trademark laws (including trade dress), and communications regulations and statutes. We reserve the right to have all violators prosecuted to the fullest extent of the law.

## **E. Changes, Misprints, Errors and Cancellations**

Subject to applicable law, we: (a) reserve the right to change the goods and services advertised or offered for sale through this Site, the prices or specifications of such goods and services, and any promotional offers and any other Site Materials at any time and from time to time without any notice or liability to you or any other person; (b) cannot guarantee that goods or services advertised or offered for sale on this Site will be available when ordered or thereafter; (c) reserve the right to limit quantities sold or made available for sale; (d) do not warrant that the Site Materials (including without limitation product descriptions or photographs) are accurate, complete, reliable, current or error-free; and (e) reserve the right to cancel, to terminate or not to process orders (including accepted orders) where the price or other material information on this site is inaccurate or when we recognize abuse of our policies. If we do not process an order for such reason, we will advise you that the order has been cancelled and will either not charge you or will apply credit to the payment type used in the order. Some jurisdictions may not allow the exclusions and disclaimers of certain implied warranties, so some of the provisions of this section may not apply to you.

If we are legally required to collect sales tax on merchandise you order, the tax amount will be added automatically to your purchase price. On rare occasions an error in our state sales tax database may cause the sales tax charge to be incorrect. If this happens, at any time up to two years from your date of purchase you may contact us for a refund of tax overcharges. This right to a refund is your exclusive remedy for sales tax errors.

## **F. Passwords and Security**

If you use a password to access this Site or any portion of it, then you are responsible for maintaining the confidentiality of the password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur on your account or with your password. In the event that the confidentiality of your account or password is compromised in any manner, you will notify Goodden's immediately. Goodden's reserves the right to take any and all action, as it deems necessary or reasonable to maintain the security of the Site and your account, including without limitation, terminating your account, changing your, password or requesting information to authorize transactions on your account. While Goodden's takes prudent steps to protect your account and the Site, it cannot protect your information outside of the Site. For example, when Goodden's communicates with you via unencrypted email from time to time at your request, the communication is not secure, is not stored securely, and the information contained may be viewed by others. You acknowledge that by requesting information by email, you agree that we may transmit it to you from time to time and store it in an unencrypted form and manner. Goodden's may rely on the authority of anyone accessing your account or using your password and in no event will Goodden's be held liable to you for any liabilities or damage resulting from or arising out of (i) any action or inaction of Goodden's under this provision; (ii) any compromise of the confidentiality of your account or password, and (iii) any unauthorized access to your account or use of your password.

## **G. Intellectual Property**

### **1. Ownership**

All Site Materials are owned by us and others and are protected by United States and international copyright, trademark and other laws.

### **2. Trademarks**

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### **3. Restrictions on Use**

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## **I. Hyperlinks**

### **1. Links to the Site**

You are granted a limited, non-exclusive right to create a hypertext link to the home page only of this Site, provided such link does not portray Goodden's or any of its products and services in a false, misleading, derogatory, or otherwise defamatory manner. This limited right may be revoked at any time. You may not use, frame or utilize framing techniques to enclose any Goodden's trademark, logo or other proprietary information, including the images found at this Site, the content of any text or the layout/design of any page, or form contained on a page without Goodden's's express written consent. All other linking is prohibited without prior consent from Goodden's. Except as noted above, you are not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or proprietary right of Goodden's or any third party.

### **2. Third Party Links**

Goodden's makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of web sites accessible by hyperlink from this Site, or web sites linking to this Site.

## **J. Submissions**

### **1. Your Information**

If you register on the Site, you agree that any information you provide to us will be current, accurate and complete.

### **2. Additional Submissions**

You agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, provided by you in the form of email or submissions to Goodden's, or postings on this Site ("Submissions") are non-confidential (subject to our Privacy Statement) and that you remain solely responsible and liable for your Submissions. You further hereby grant (or warrant that the owner of the Submissions has granted) to us and our assigns a perpetual, royalty-free, irrevocable, unrestricted, non-exclusive, world-wide, assignable, sub-licensable, right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display and otherwise exploit the Submissions or any ideas, concepts, know-how or techniques associated with the Submissions for any purpose whatsoever, commercial or otherwise, using any form, media or technology now known or later developed, without providing compensation to you or any other person, without any liability whatsoever, and free from any obligation of confidence or other duties on our part or of our assigns, and you hereby waive all moral rights, or agree, represent and warrant that all moral rights in the Submissions (including without limitation the rights of paternity, attribution and integrity) are irrevocably waived, in favor of us and our assigns.

### ***3. Restrictions for Submissions***

By using the Site, you agree not to do any of the following:

1. Upload to, distribute or otherwise publish through this Site any message, information, text or other material ("Content") that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable;
2. Upload or transmit any Content that would constitute or encourage a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law, including without limitation, the regulations of the U.S. Securities and Exchange Commission, any rules of any securities exchange such as the New York Stock Exchange, the American Stock Exchange, or the Nasdaq Stock Market;
3. Upload or transmit any Content that may infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party. By posting any Content, you represent and warrant that you have the lawful right to distribute and reproduce such Content;
4. Impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
5. Upload to, distribute or otherwise publish through this Site any Content such as charity requests, petitions for signatures, chain letters or letters relating to pyramid schemes, advertising or solicitations for funds, political campaigning, mass mailings, any form of unsolicited commercial email or "spam," (regardless of whether the email itself complies with the requirements of federal or state law for sending commercial email) or offering or disseminating fraudulent goods, services, schemes or promotions; and
6. Disseminate any harmful content of any kind, including without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancel bots or any other computer programming routines that may damage, interfere with, surreptitiously intercept or appropriate any system, program, data or personal information.

### ***4. Policies and Enforcement***

All access to and use of this Site is governed by and subject to the Site Terms. We have the right, but not the obligation, to monitor any activity and Content associated with forums and interactive areas on this Site. We may access at any time and use internally for any lawful purpose information stored on our systems, including the content of any emails or other communications. We may disclose such information to any third party including law enforcement agencies to protect our rights or property in response to legal process, or in a good faith belief that such disclosure is justified or required in an emergency situation. We may investigate any reported violation of our policies or complaints and take any appropriate action that we deem appropriate. Goodden's has the right, but not the obligation, to take any action we deem appropriate, including but limited to action to issue a warning, suspend or terminate your access and use of the Site and related services at any time, and block, remove or edit any communication and materials that Goodden's believes in its sole discretion may violate applicable law, the Site Terms or a third party's rights. Goodden's takes no responsibility and assumes no liability for any Content posted or uploaded by you or any third party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter.

### **5. Responsibility for Your Conduct**

You remain solely liable for the Content of any messages or other information you upload or transmit to the discussion forums, product reviews or interactive areas of this Site. You agree to indemnify and hold harmless Goodden's and its parents, subsidiaries, affiliates, employees, agents and representatives from any claim, action, demand, loss, or damages (including attorneys' fees) made or incurred by any third party arising out of or relating to your conduct, your violation of these terms and conditions, or your violation of any rights of a third party. Indirect or attempted violations of these Site Terms or any policy, and actual or attempted violations by a third party on behalf of a user of this Site will be considered violations of these Site Terms by such user.

### **K. Children**

This website is designed for and intended for use by adults. If you are under 18, you may use this Site only with involvement of a parent or guardian. If you are a parent or legal guardian, you must monitor and supervise the use of this site by children, minors and others under your care. You agree to be responsible for their use of this website.

### **L. Disclaimer**

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### **M. Limitation of Liability**

IN NO EVENT SHALL GOODDEN'S BE LIABLE FOR ANY DIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE THIS SITE OR THE MATERIALS CONTAINED IN, OR ACCESSED THROUGH, THIS SITE.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF GOODDEN'S (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY) ARISING OUT OF OR RELATING TO THE USE OF THIS SITE EXCEED \$5 OR THE COMPENSATION YOU PAID GOODDEN'S, WHICHEVER IS LESS.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IF THESE LAWS APPLY SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS, MAY NOT APPLY TO YOU, AND YOU MAY HAVE RIGHTS ADDITIONAL TO THOSE CONTAINED HEREIN.

#### **N. Applicable Law, Venue and Limitation of Actions**

Any issues, claims or disputes arising out of or related to this Agreement shall be resolved through binding arbitration. The parties agree to submit to the personal jurisdiction of Wisconsin. Any arbitration shall take place in Milwaukee, Wisconsin by an arbitrator mutually chosen by the parties. In the event the parties cannot mutually choose an arbitrator, one will be selected by the American Arbitration Association. The parties agree to share equally in the costs and expenses of the arbitrator. The substantive laws of Wisconsin shall apply; however, the Arbitrator shall determine all rules of procedure and rules of evidence governing the arbitration. The decision of the arbitrator shall be binding and non-appealable.

#### **O. Termination**

Notwithstanding any of these terms and conditions, Goodden's reserves the right, without notice and in its sole discretion, to terminate your license to use this Site, and to block or prevent future access to and use of this Site if you violate any of these Site Terms or its policies. Upon termination, these Site Terms shall still apply.

#### **P. Consent to Email Communication**

When you visit this Site or send email to us, you are communicating with us electronically. You consent to receive communications from us electronically and agree that we may communicate with you by email or by posting a notice on this Website. We do not include details of your personal financial or medical information in emails unless you specifically request that we do so. You agree that we may treat specific actions by you, such as checking boxes to receive email updates, sending us an email directly or through the Goodden's.com site, or leaving a telephone message with an email address for customer service to respond to a query about your account, as a request that we communicate personal financial or medical information with you by unencrypted email. You acknowledge and agree that unencrypted email sent over the Internet is not secure and may be read by others, and you agree that when you request that we send you email you are authorizing us to transmit and disclose your information (including your personal financial or medical information) from time to time in an unencrypted manner. You further acknowledge that emails sent with this information are not stored in a secure manner.

#### **Q. Legal Equivalency**

This electronic document and any other electronic documents, policies and guidelines incorporated herein will be: (i) deemed for all purposes to be a "writing" or "in writing," and to comply with all statutory, contractual, and other legal requirements for a writing; (ii) legally enforceable as a signed writing as against the parties subject to the electronic documents; and (iii) deemed an "original" when printed from

electronic records established and maintained in the ordinary course of business. Electronic documents introduced as evidence in any judicial, arbitration, mediation or administer of proceeding will, if established and maintained in the ordinary course of business, be admissible to the same extent as business records in written form that are similarly established and maintained.

#### **R. Severability**

If any provision of the Site Terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed to be severed from the rest of these Site Terms and shall not affect the validity and enforceability of any remaining provisions.

#### **S. Waivers**

No waiver, express or implied, by either party of any breach of or default under these Site Terms will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

#### **T. Contact Us**

If you are experience difficulties in using the Site, please contact us at:

1. Call our Membership service representatives at 1-262-363-4580;
2. Contact us through the web site at [www.gooddens.com/contact](http://www.gooddens.com/contact) us
3. Write us at: Gooddens', 1012 Main Street, Mukwonago, WI 53149.