

Terms of Use

Last Updated/Effective Date: 8/22/2023

These Terms and Conditions (the “**Terms**”) govern your use of this website, (“**Site**”) by Muenster Milling Co. (“**Muenster,**” “**we,**” “**us,**” or “**our**”).

BY ACCESSING OR USING THE SITE, YOU (“YOU”) AGREE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT ACCESS OR USE THE SITE.

We may modify these Terms at any time. All changes will be effective immediately upon posting to the Site. Material changes will be conspicuously posted on the Site or otherwise communicated to you. By using the Site after changes are posted, you agree to those changes.

1. **Use of the Site.** The Site is only for the personal use of individuals 18 years of age or older who reside in the United States. By accessing the Site, you agree that you will:
 - Provide accurate, current, and complete information about you as may be prompted by any forms for the Site (“**Personal Information**”).
 - Keep any password or other account information which permits access to the Site or any part of the Site strictly confidential and shall not divulge it to any third party.
 - Not use the Site for any unauthorized use including, but not limited to, unauthorized entry, misuse of passwords or misuse of any other information.
 - Not delete or alter, in part or in whole, any copyright, trademark, audio, images, software, text, artwork, video clips or any other materials (the “**Content**”) from any part of the Site.
 - Not copy, perform, publish, transfer, create derivative works from distribute, exchange, modify, sell, transmit or otherwise commercially exploit or use any Content from the Site, for any purpose other than personal use, including but not limited to any business, commercial, or public purpose.
 - Only access the Site and their Content for your own internal non-commercial use only.
 - Not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party’s access to or use of the Site.
 - Not attempt to gain unauthorized access to the Site, computer systems or networks connected to the Site, through hacking, password mining or any other means.
 - Not use the Site or networks connected to them to commit or encourage a criminal offense, to insert, transmit or distribute viruses or corrupt data, whether to the Site or otherwise, or to send any unsolicited advertisement or other promotional material or “spam”.
 - Not engage in any activities related to the Site that are contrary to applicable laws, rules or regulations.
 - Not use the Site for any purpose that is unlawful or prohibited by these Terms.
 - As long as you comply with these Terms, Muenster grants you a non-exclusive, non-transferable, limited right to enter, display, and use the Site. You agree not to interrupt or attempt to interrupt the operation of the Site or offered through the Site in any way. Notwithstanding anything to the contrary, Muenster reserves the right, without notice and in its sole discretion, to cancel or restrict your access to and use of any portion of or the entirety of the Site offered through the Site. You understand and agree that we may do so without any liability whatsoever.

2. **Content of the Site.** We may, from time to time, make newsletters, messaging services, chat services, bulletin boards, message boards, blogs, other forums, new product updates and other such services available on or through the Site. In addition to any other rules or regulations that we may

post in connection with a particular service, you agree that you shall not upload, post, transmit, distribute or otherwise publish through the Site, any materials which:

- Restrict or inhibit any other user from using and enjoying the Site
 - Are fraudulent, unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, pornographic, profane, sexually explicit or indecent or otherwise offensive to human decency;
 - Constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law;
 - Violate or infringe the rights of third parties including, without limitation, copyright, trademark, trade secret, confidentiality, contract, patent, rights of privacy or publicity or any other proprietary right;
 - Contain a virus, spyware, malware or other harmful component;
 - Contain embedded links, advertising, chain letters or pyramid schemes of any kind;
 - Constitute or contain false or misleading indications of identity, origin, endorsement or statements of fact.
3. **SMS Messaging.** By signing up to receive text messages, you consent to receive marketing text messages from Muenster at any telephone numbers that you have provided or may provide in the future. Consent is not a condition of purchase, and you can unsubscribe at any time by replying STOP or within the unsubscribe link provided to you within the text message. Message and data rates may apply, and your cellular telephone provider may charge you according to the type of plan you carry.
4. **Creating an Account.** In order to make purchase pet products (“**Products**”) on our Site, you must create an account (“**Account**”).
- When creating an Account, Muenster may ask you to provide certain Personal Information, create a username and password for the Account.
 - By using the Site and creating an Account, you agree to (a) only provide accurate, current, and complete information regarding your order; (b) maintain and update the information you provide to Muenster, as necessary; (c) maintain the security of your login credentials to your Account and accept all risks of unauthorized access to your Account; and (d) immediately notify Muenster if you discover or otherwise suspect any security breaches related to your Account or the Site. You acknowledge and agree that Muenster is not responsible or liable for any damages, losses, costs, expenses, or liabilities related to any unauthorized access to or use of your Account.
5. **Right to Modify.** We reserve the right to add to, change, remove or otherwise modify any part of these Terms at any time, without notice. Any changes to these Terms will be effective immediately upon posting of the updated Terms to this webpage. Continuing to use the Site after any changes are posted constitutes your acceptance of and agreement to be bound by any changes. Furthermore, Muenster may add, change, discontinue, remove, modify or suspend any other Content posted on the Site, temporarily or permanently, at any time, without notice and without liability.
6. **Disclaimer of Warranties and Damages.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SITE IS PROVIDED “AS IS” AND “AS AVAILABLE” AND AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, MUENSTER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE, AND NON-INFRINGEMENT. FURTHERMORE, MUENSTER DOES NOT

WARRANT THAT THE SITE AND CONTENT WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, BE ACCURATE OR COMPLETE, THAT THE USE OF THE FOREGOING WILL BE UNINTERRUPTED, TIMELY, ERROR FREE OR SECURE, THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE SITE OR CONTENT WILL BE CORRECTED, OR THAT THE SITE OR CONTENT WILL BE VIRUS FREE.

7. **Limitation of Liability.** TO THE FULLEST EXTENT UNDER APPLICABLE LAW, MUENSTER'S TOTAL LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER OR RELATED TO THESE TERMS AND THE SERVICES PROVIDED IS LIMITED TO DIRECT MONEY DAMAGES NOT EXCEEDING ONE HUNDRED (\$100) US DOLLARS. THE EXISTENCE OF MULTIPLE CLAIMS DOES NOT ENLARGE THE LIMIT. IN NO EVENT WILL MUENSTER, ITS AGENTS OR SERVICE PROVIDERS, BE LIABLE FOR ANY CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES THAT RESULT FROM (I) THE USE OR MISUSE OF THE SITE (II) THE INABILITY TO USE THE SITE ; OR (III) ERRORS OR OMISSIONS IN THE CONTENTS AND FUNCTIONS OF, THE SITE WHETHER SUCH CLAIM ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF MUENSTER HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8. **General Provisions.** These Terms and any additional terms posted on the Site together constitute the entire agreement between Muenster and you with respect to your use of the Site. Our failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms. Muenster may assign its rights and duties under these Terms to any party at any time without notice to you.

The Terms and any action related thereto will be governed and interpreted by and under the laws of the State of Tennessee without giving effect to any principles that provide for the application of the law of another jurisdiction.

9. **Privacy And Security.** Data collection and use, including the collection and use of personal information, is governed by our Privacy Notice. You shall be solely responsible for the security, confidentiality and integrity of all information that you receive, transmit through or store. You understand that we cannot and do not guarantee or warrant that file available for downloading from the Internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Site for any reconstruction of any lost data. No data transmission over the Internet can be guaranteed to be 100% safe. Thus, we cannot warrant that your information will be absolutely secure. You shall be solely responsible for any authorized or unauthorized access and use of your account by any person. You have the affirmative responsibility to monitor and control access to your account information.
10. **Contact Us.** Please report any violations of the Terms, including objectionable user submissions or behavior, to privacy@muensterpet.com.