

Privacy

Last modified: 2022-10-25

Introduction

Kindred Products ("**Kindred Products**" or "**We**") respects your privacy and is committed to protecting it through our compliance with this policy.

This policy describes the types of information we may collect from you or that you may provide when you visit the website <https://www.kindredproducts.net/>, including any content, functionality, and services offered on or through <https://www.kindredproducts.net> (our "**Website**") and our practices for collecting, using, maintaining, protecting, and disclosing that information.

This policy applies to information we collect:

- On this Website.
- In email, text, and other electronic messages between you and this Website.

It does not apply to information collected by:

- Us offline or through any other means, including on any other website operated by Kindred Products or any third party (including our affiliates and subsidiaries); or
- Any third party (including our affiliates and subsidiaries), including through any application or content (including advertising) that may link to or be accessible from or through the Website.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Website. By accessing or using this Website, you agree to this privacy policy. This policy may change from time to time. Your

continued use of this Website after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

Children Under the Age of 18

Our Website is not intended for children under 18 years of age. No one under age 18 may provide any information to or on the Website. We do not knowingly collect personal information from children under 18. If you are under 18, do not use or provide any information on this Website or through any of its features, register on the Website, make any purchases through the Website, use any of the interactive or public comment features of this Website, or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If we learn we have collected or received personal information from a person under 18 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a person under 18, please contact us at www.kindredproducts.net/contact-us

Information We Collect About You and How We Collect It

We collect several types of information from and about users of our Website, including information:

- By which you may be personally identified, such as name, postal address, email address, telephone number, or any other identifier by which you may be contacted online or offline ("**personal information**");
- That is about you but individually does not identify you, such as location and IP address, and
- About your internet connection, the equipment you use to access our Website, and usage details.

We collect this information:

- Directly from you when you provide it to us.

- Automatically as you navigate through the site. Information collected automatically may include usage details, IP addresses, and information collected through cookies, web beacons, and other tracking technologies.

Information You Provide to Us

The information we collect on or through our Website may include:

- Information that you provide by filling in forms on our Website. This includes information provided at the time of registering to use our Website, subscribing to our service, posting material, or requesting further services. We may also ask you for information when you report a problem with our Website.
- Records and copies of your correspondence (including email addresses), if you contact us.
- Details of transactions you carry out through our Website and of the fulfillment of your orders. You will be required to provide financial information before placing an order through our Website.
- Your search queries on the Website.

You also may provide information to be published or displayed (hereinafter, "**posted**") on public areas of the Website, or transmitted to other users of the Website or third parties (collectively, "**User Contributions**"). Your User Contributions are posted on and transmitted to others at your own risk. Although we may limit access to certain pages, please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of other users of the Website with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

Information We Collect Through Automatic Data Collection Technologies

As you navigate through and interact with our Website, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:

- Details of your visits to our Website, including traffic data, location data, logs, and other communication data and the resources that you access and use on the Website.
- Information about your computer and internet connection, including your IP address, operating system, and browser type.

The information we collect automatically may include personal information or we may maintain it or associate it with personal information we collect in other ways or receive from third parties. It helps us to improve our Website and to deliver a better and more personalized service, including by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize our Website according to your individual interests.
- Speed up your searches.
- Recognize you when you return to our Website.

The technologies we use for this automatic data collection may include:

- **Cookies (or browser cookies).** A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Website.

- **Web Beacons.** Pages of our Website and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit Kindred Products, to, for example, count users who

have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

- **Google Analytics.** We use a tool called "Google Analytics" to collect information about use of the Website. Google Analytics collects information such as how often users visit or use the Website, what pages they visit when they do so, and what other sites they used prior to coming to the Website. We use the information we get from Google Analytics only to improve the Website. Google Analytics collects only the IP address assigned to you on the date you use the Website, rather than your name or other identifying information. We do not combine the information collected through the use of Google Analytics with personally identifiable information. Although Google Analytics plants a permanent cookie to identify you as a unique user the next time you use the Services, the cookie cannot be used by anyone but Google. Google's ability to use and share information collected by Google Analytics about your use of the Website is restricted by the Google Analytics Terms of Use and the Google Privacy Policy. You can prevent Google Analytics from recognizing you on return use of the Services by disabling cookies on your browser.

How We Use Your Information

We use information that we collect about you or that you provide to us, including any personal information:

- To present our Website and its contents to you.
- To provide you with information, products, or services that you request from us.
- To fulfill any other purpose for which you provide it.
- To provide you with notices about your account.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.

- To notify you about changes to our Website or any products or services we offer or provide through it.
- To allow you to participate in interactive features on our Website.
- In any other way we may describe when you provide the information.
- For any other purpose with your consent.

We may also use your information to contact you about our own and third-parties' goods and services that may be of interest to you. If you do not want us to use your information in this way, please adjust your user preferences in your account profile.

Disclosure of Your Information

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

We may disclose personal information that we collect or you provide as described in this privacy policy:

- To our subsidiaries and affiliates.
- To contractors, service providers, and other third parties we use to support or provide our business.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Kindred Product's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by Kindred Products about our Website users is among the assets transferred.
- To third parties to market their products or services to you if you have consented to these disclosures.
- To fulfill the purpose for which you provide it.
- For any other purpose disclosed by us when you provide the information.
- With your consent.

We may also disclose your personal information:

- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- To enforce or apply our [terms of use](#) and other agreements, including for billing and collection purposes.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Kindred Products, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

Choices About How We Use and Disclose Your Information

We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

- **Tracking Technologies and Advertising.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. If you disable or refuse cookies, please note that some parts of this site may then be inaccessible or not function properly.
- **Promotional Offers from Kindred Products.** If you do not wish to have your contact information used by Kindred Products to promote our own or third parties' products or services, you can opt-out by sending us an email stating your request to info@kindredproducts.net. If we have sent you a promotional email, you may send us a return email asking to be omitted from future email distributions. This opt out does not apply to information provided to Kindred Products as a result of a product purchase, product service experience or other transactions.

Accessing and Correcting Your Information

You can review and change your personal information by logging into the Website and visiting your account profile page.

You may also send us an email at info@kindredproducts.net to request access to, correct or delete personal information that you have provided to us.

Your State Privacy Rights

If you are a California, Nevada, Colorado, Virginia, or Utah resident, your state's laws may provide you with additional rights regarding our use of your personal information.

Nevada residents have the right to opt-out of the sale of the personal information under Nevada Revised Statutes Chapter 603A. However, please know we DO NOT sell data triggering that statute's opt-out requirements.

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our Website that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. However, please know we DO NOT disclose personal information to third parties for their direct marketing purposes.

Colorado, Virginia, and Utah each provide their state residents with rights to:

- Confirm whether we process their personal information.
- Access and delete certain personal information.
- Data portability.
- Opt-out of personal data processing for targeted advertising and sales.

Colorado and Virginia also provide their state residents with rights to:

- Correct inaccuracies in their personal information, taking into account the information's nature processing purpose.
- Opt-out of profiling in furtherance of decisions that produce legal or similarly significant effects.

To exercise any of these rights please email us at:
info@kindredproducts.net

Data Security

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

Changes to Our Privacy Policy

It is our policy to post any changes we make to our privacy policy on this page. If we make material changes to how we treat our users' personal information, we will notify you through a notice on the Website home page. The date the privacy policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this privacy policy to check for any changes.

Contact Information

To ask questions or comment about this privacy policy and our privacy practices, contact us at:

www.kindredproducts.net/contact-us

Terms & Conditions

Acceptance of the Terms of Use.

Welcome to the website of Kindred Products("Kindred Products", "we" or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "Terms of Use"), govern your access to and use of <https://www.kindredproducts.net> including any content, functionality and services offered on or through <https://www.kindredproducts.net> (the "Website"), whether as a guest or a registered user.

Please read these Terms of Use carefully before you start to use the Website. By using the Website or by clicking to accept or agree to these Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://www.kindredproducts.net>, incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age. By using this Website, you represent and warrant that you are of legal age to form a binding contract with Kindred Products. If you are younger than 18, you must not access or use the Website.

Changes to the Terms of Use.

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set forth in the Governing Law and Jurisdiction section below will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes.

You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security.

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users. You are responsible for:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, available at <https://www.kindredproducts.net/privacy-terms>, and you consent to all actions we take with respect to your information consistent with our privacy policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user

name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights.

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Kindred Products, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you make take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this Website.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this Website.

If you wish to make any use of material on the Website other than that set out in this section, please contact us via our contact us page.

If you use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by Kindred Products. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Trademarks.

The Kindred Products name, trademarks, logo and all related names, logos, product and service names, designs and slogans are trademarks of Kindred Products or its affiliates or licensors. You must not use such marks without the prior written permission of Kindred Products. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses.

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or

harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.

- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate Kindred Products, a Kindred Products employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Kindred Products or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.

- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

YOU WAIVE AND HOLD HARMLESS KINDRED PRODUCTS AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review material before it is posted on the Website and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Copyright Infringement.

If you believe that any content on the Website violate your copyright, please send us a notice of copyright infringement to Kindred Products, 2460 M-139, Suite B, Benton Harbor, MI 49022. It is the policy of Kindred Products to terminate the user accounts of repeat infringers.

Content Standards.

These content standards apply to any and all User Contributions. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Reliance on Information Posted.

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

Changes to the Website.

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the

material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website.

All information we collect on this Website is subject to our Privacy Policy, available [here](#). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Online Purchases and Other Terms and Conditions.

All purchases through our site or other transactions for the sale of goods formed through the Website or as a result of visits made by you are governed by our Terms of Sale, which are hereby incorporated into these Terms of Use.

Additional terms and conditions may also apply to specific portions, services or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

Linking to the Website and Social Media Features.

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent. This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send e-mails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us solely with respect to the content they are displayed with and

otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Geographic Restrictions.

The owner of the Website is based in the state of Michigan in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties.

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website 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.

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER KINDRED PRODUCTS NOR ANY PERSON ASSOCIATED WITH KINDRED PRODUCTS MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER KINDRED PRODUCTS NOR ANYONE ASSOCIATED WITH KINDRED PRODUCTS REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

KINDRED PRODUCTS HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability. IN NO EVENT WILL KINDRED PRODUCTS, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification.

You agree to defend, indemnify and hold harmless Kindred Products, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any

claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

Governing Law and Jurisdiction.

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Michigan, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Limitation on Time to File Claims.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability.

No waiver of by Kindred Products of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Kindred Products to assert a right or provision under these Terms of Use shall not constitute a waiver of

such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement.

The Terms of Use, our Privacy Policy, and Terms of Sale constitute the sole and entire agreement between you and Kindred Products with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Your Comments and Concerns.

This website is operated by Kindred Products which is located at 2460 M-139, Suite B, Benton Harbor, MI 49022. All notices of copyright infringement claims should be sent to the Legal Department at the foregoing address.

All other feedback, comments, requests for technical support and other communications relating to the Website should be submitted via our [Contact Us](#) page.

Thank you for visiting the Website