

Thumb Roast Coffee, L.L.C.

Website Terms & Conditions

Effective Date: August 1, 2015

WEBSITE AND ONLINE SERVICES: GENERAL TERMS AND CONDITIONS

(Contains legal information, including the Terms and Conditions and Code of Conduct applicable to this website, applicable to all users/viewers. PLEASE READ THIS CAREFULLY!)

This Internet website is the property of Thumb Roast Coffee, L.L.C., a Michigan Limited Liability Company. References to "TRC," "TRC Online Services", or "this website" shall be deemed to be references to Thumb Roast Coffee, L.L.C., a Michigan Limited Liability Company.

TRC PROVIDES ACCESS TO THIS WEBSITE AND ANY RELATED SERVICES PROVIDED HEREON (THE "TRC ONLINE SERVICES") SUBJECT TO YOUR COMPLIANCE WITH THE FOLLOWING TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS CONSTITUTE AN AGREEMENT BETWEEN YOU AND TRC ("AGREEMENT") THAT GOVERNS THE RELATIONSHIP BETWEEN YOU AND TRC WITH RESPECT TO YOUR USE OF THIS WEBSITE AND THE TRC ONLINE SERVICES. THUS, IT IS IMPORTANT THAT YOU CAREFULLY READ AND UNDERSTAND EACH AND EVERY ONE OF THE TERMS AND CONDITIONS .

TRADEMARK AND COPYRIGHT INFORMATION: All material on this website, including, but not limited to, text, data, graphics, logos, button icons, images, audio clips, video clips, links, digital downloads, data compilations, and software is owned, controlled by, or licensed to TRC and is protected by copyright, trademark, and other intellectual property rights. Material on this website is made available solely for your personal, non-commercial use and may not be copied, reproduced, republished, modified, uploaded, posted, transmitted, or distributed in any way, including by e-mail or other electronic means, without the express prior written consent of TRC in each instance. Unless otherwise specifically set forth herein, you may download material intentionally made available for downloading from this website for your personal, non-commercial use only, provided that you keep intact any and all copyright and other proprietary notices that may appear on such materials. TRC hereby grants you a limited, revocable, non-assignable, license to reproduce and display the content provided by TRC (excluding any software code) solely for your personal use in connection with utilizing the TRC products and services.

CODE OF CONDUCT: The following rules, policies, and disclaimers shall govern and/or apply to your use of the TRC Online Services on this website (including, without limitation, any bulletin boards, chat rooms, or other online services which presently are, or may in the future be provided on this website).

USER PROVIDED CONTENT

We may, presently, or at some time in the future allow you to post content for display on this website (“User Provided Content”). User Provided Content must be consistent with the terms and conditions identified below herein. We assume no responsibility or liability for such User Provided Content. We reserve the right, in our sole discretion, to reject, refuse to post or remove any User Provided Content, or to deny, restrict, suspend, or terminate your access to all or any part of this Website at any time, in our sole and absolute discretion for any or no reason, with or without prior notice or explanation, and without liability. We expressly reserve the right to remove your profile and/or deny, restrict, suspend, or terminate your access to all or any part of the website if we determine, in our sole discretion, that you have violated the Privacy Policy and/or other Terms and Conditions or other Agreements made with us, or for any other purpose we determine in our sole discretion.

By displaying, and/or publishing User Provided Content on this website, you hereby grant to TRC an irrevocable, perpetual, worldwide, royalty-free, non-exclusive license to use, modify, delete from, add to, create derivative works of, publicly perform, publicly display, reproduce and distribute, copy, sub-license, adapt, transmit, publicly perform, or display any such communication; and sublicense to third parties the unrestricted right to exercise any of the foregoing rights granted with respect to such User Provided Content on or through our websites.

In connection with the posting and/or display of all User Provided Content, you represent and warrant that: (i) you own, or have a legal license to post the content posted by you on or through the website or otherwise have the right to grant the licenses set forth above, and (ii) the posting of your content on or through this website does not violate the privacy rights, publicity rights, contract rights, intellectual property or any other rights of any person or entity. You agree to be fully responsible for and to pay any and all royalties, fees, and any other monies owing any third person or entity by reason of any of the User Provided Content posted by you.

The foregoing grants shall include the right to exploit any proprietary rights in such communications, including but not limited to rights under copyright, trademark, service mark, or patent laws under any relevant jurisdiction

To the extent that we enable users at any time to post User Provided Content, we will not, and do not preview any of the same that appears on this website. TRC may simply provide the delivery platform for posting of the same. TRC also will not, and does not confirm the accuracy or validity of information contained in User Provided Content which may be posted or shown. We will not and do not actively monitor the contents of such postings; nor are we or shall we be responsible for the content of any postings. We do not and will not vouch for, nor do we, or will we, warrant the validity, accuracy, completeness, or usefulness of any message or information of

such postings. The contents of any and all such User Provided Content do not represent the views of TRC, or any person or property associated with TRC, the TRC Online Services, this website, or any other website in the TRC family of websites. If you feel that any such posting is/are objectionable, we encourage you to immediately cease and desist from continuing to view the website.

You agree, by using this website and/or the TRC Online Services, that: (1) you will not restrict or inhibit any other user from using and enjoying this website or any of the TRC Online Services provided hereon (for example, by means of hacking or defacement); (2) you will not post any copyrighted material on this website or any of the TRC Online Services provided hereon unless you own the copyright in and to, or have a valid license or sub-license for republishing such material; (3) you will not post or transmit any information or software that contains a virus, worm, time bomb, cancelbot, trojan horse or other harmful, disruptive, or deleterious component; (4) you will not post or transmit materials in violation of another party's copyright or other intellectual property rights; (5) you will not utilize any robot, spider, site search/retrieval application, or any other manual or automated technique to scrape, index, data mine, etc., or in any way reproduce or circumvent the navigational structure or presentation of this website, the TRC Online Services, or the contents of such website or services.

We reserve the right to remove (or not) any message/content for any (or no) reason whatsoever, in our sole and absolute discretion. You agree to indemnify and hold harmless TRC and their agents with respect to any claim based upon the transmission of your User Provided Content.

We reserve the right to reveal your identity (including whatever information we know about you) in the event of a complaint or legal action arising from any message/content posted by you, as well as in situations enumerated in, and consistent with our published Privacy Policies (below).

Posting of advertisements, chain letters, pyramid schemes, solicitations, and the like, are inappropriate and forbidden on the TRC websites and any related TRC Online Services (including bulletin boards, chat rooms, or other platforms/locales where such messages are found).

WARRANTY DISCLAIMER

TRC HAS, AND MAY CONTINUE TO PROVIDE LINKS AND POINTERS TO INTERNET SITES MAINTAINED BY THIRD PARTIES ("THIRD PARTY SITES") AND MAY, FROM TIME TO TIME, PROVIDE THIRD PARTY MATERIALS ON THIS WEBSITE. NEITHER TRC, NOR ITS PARENT OR SUBSIDIARY COMPANIES, NOR THEIR AFFILIATES, OPERATE OR CONTROL IN ANY RESPECT ANY INFORMATION, PRODUCTS, OR SERVICES ON THESE THIRD PARTY SITES. THE MATERIALS ON THIS WEBSITE AND THE THIRD PARTY SITES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE

OF THIS WEBSITE AND THE TRC ONLINE SERVICES.

TRC, ITS AFFILIATES, AND ITS SPONSORS ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THIS WEBSITE, THE TRC ONLINE SERVICES, OR ANY THIRD PARTY SITES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS WEBSITE, THE TRC ONLINE SERVICES, AND/OR ANY THIRD PARTY SITES IS TO STOP USING THE WEBSITE(S) CONCERNED AND/OR THOSE SERVICES. TRC DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THIS WEBSITE, THE TRC ONLINE SERVICES AND/OR ANY THIRD PARTY SITES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR ANY THIRD PARTY SITES, OR THE SERVERS THAT MAKE THEM AVAILABLE, ARE OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TRC DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS ON THIS WEBSITE, THE TRC ONLINE SERVICES, OR ANY THIRD PARTY SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, OR OTHERWISE. YOU (AND NOT TRC) ASSUME THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR, OR CORRECTION OF ANY SUCH MATERIALS.

FOR THE AVOIDANCE OF DOUBT, TRC MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING HOW OFTEN THE MATERIALS OR INFORMATION POSTED ON THIS WEBSITE WILL BE UPDATED (IF AT ALL)

VOID WHERE PROHIBITED

Although this website is accessible worldwide, not all products or services discussed or referenced on this website may be available to all persons or in all geographic locations. TRC reserves the right to limit, in its sole and absolute discretion, the provision and quantity of any product or service to any person or geographic area it so desires. Any offer for any product or service made in this website is void where prohibited by law.

You further hereby acknowledge: (1) the unique nature of the protections and provisions set forth in this Agreement, (2) that TRC will suffer irreparable harm if you breach any of said protections or provisions, and (3) that monetary damages will be inadequate to compensate TRC for such breach. Therefore, if you have any of such provisions, then you agree that TRC shall be entitled to immediate injunctive relief, without the necessity of posting a bond, in addition to any other remedies at law or equity, to enforce such provisions.

SPECIFIC TERMS AND CONDITIONS REGARDING USE/PURCHASES:

DESCRIPTION OF SERVICES OFFERED

The products and services offered by TRC and the TRC Online Services include, but are not limited to any coffee or coffee related product for wholesale, retail or resale.

TRC may supplement, amend, terminate, increase, decrease, or discontinue the TRC Services being offered at any time in its sole and absolute discretion, provided that TRC shall fulfill any then-existing contractual obligations it has to a purchaser for the balance of the then existing term of the agreement on any discontinued TRC Service. TRC also retains the right to change the cost of the TRC Services in its sole and absolute discretion at any time, subject to any contractual obligations it has with a purchaser to continue to provide the TRC Service(s) for the balance of any then-existing contract term according to the price and terms set forth in such contract. All pricing for all TRC Services is advertised in U.S. Dollars, and payment in U.S. Dollars shall be the only acceptable form of currency for payment. Purchaser is solely and exclusively responsible for any and all sales, use, personal property, excise, delivery, import, and other taxes associated with or levied upon the purchase and use of the TRC Services.

ORDERING AND/OR MAKING PURCHASES: GENERALLY

If you wish to purchase any of the TRC Services which may be described on this website, you may be asked to supply certain information including credit card or other payment information. You agree that all information that you provide will be accurate, complete, and current. You agree to pay all charges, including transaction fees set by TRC that are incurred by users of your credit card or other payment mechanism at the prices in effect when such charges are incurred.

FEES AND PAYMENTS: SPECIFICALLY

Customer agrees to pay TRC the Fee(s) set forth in the applicable ORDER FORM, Invoice or Estimate (the "Fees") according to the payment terms set forth therein.

Moreover, to the extent that there is a change in TRC's licensors and suppliers' charges that materially increase the cost of delivery of the Service, TRC reserves the right to modify fees and other charges for the Service or products to reflect such increase. The fees payable to TRC exclude all applicable sales, use and other taxes, and customer will be responsible for payment of all such taxes (other than taxes based on TRC's net income), fees, duties and charges, and any related penalties and interest, arising from the payment of such fees or the delivery or use of the website or Service(s).

ACCESS TO AND USE OF TRC WEBSITE

TRC may provide Customer with a unique user identification name and password for access to and use of the website and its services by Customer (the "Customer ID"). Customer will be responsible for creating and maintaining the privacy of its unique user identification name and password (the "User ID") for access to and use of the website service by Customer. Customer acknowledges that she/he will be fully responsible for all liabilities incurred through use of any

Customer ID or User ID (whether lawful or unlawful) and that any transactions completed under a Customer ID or User ID will be deemed to have been completed by Customer.

REFUND POLICY

Any and all sales are final and may not be returned for refund as the product contains food and cannot be returned.

PROPRIETARY, EXPLOITATION, AND TRADEMARKS

Any and all aspects which relate directly or indirectly, to the look and feel of the TRC Website, or Services provided by TRC, including its website, its Work Product, its Confidential Information, and any of TRC's trademarks and all worldwide intellectual property rights therein, are the exclusive property of TRC and/or its suppliers/licensors. All rights in and to the same are reserved by TRC and its suppliers and/or licensors.

RESTRICTIONS ON USE

Customer agrees not to: sublicense, transfer, or otherwise provide access to the website, the Service, any TRC Code or Work Product to any third party; interfere in any manner with the website, the Services, any TRC Code or any services associated therewith; reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for any TRC Code provided in binary format only or for any other software used or accessed by Customer that is part of the website, the Service or any Work Product; access or attempt to access any data that is controlled or provided by any other TRC customer except as expressly permitted in writing in advance by TRC and such other customer; or in any way access, use, or copy any portion of the website, the Service, the TRC Code or Work Product (including the logic and/or architecture thereof and any trade secrets included therein) for any purpose including but not limited to those that are for purposes of competition with the TRC website or the Services.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless TRC and its affiliated companies, officers, directors, employees, agents, licensors, and suppliers from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation by you of these Terms and Conditions. TRC reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you.

LITIGATION ISSUES

This Agreement is entered into in the State of Michigan and shall be governed by, and construed in accordance with, the laws of the State of Michigan, exclusive of its choice of law rules. Each

party to this Agreement submits to the exclusive jurisdiction of the state and federal courts sitting in the in the County of Sanilac, in the State of Michigan (state court) or the Federal District Court Eastern District of Michigan (federal matters), and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

MISCELLANEOUS

In the event that any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all written or oral agreements heretofore existing between the parties hereto with respect to the subject matter of this Agreement are expressly canceled. TRC may modify the terms of this Agreement by posting notice of such modification on the page of this website entitled "Legal Notices" or "Legal Information" (or similar title) before the modification takes effect.

DESIGNATED AGENT UNDER THE DIGITAL MILLENNIUM COPYRIGHT ACT

The Digital Millennium Copyright Act (DMCA) provides a mechanism for notifying service providers of claims of unauthorized use of copyrighted materials. Under the DMCA, a claim must be sent to the service provider's Designated Agent. If you believe in good faith that TRC should be notified of a possible online copyright infringement involving any TRC website, please notify TRC's designated agent: info@thumbroastcoffee.com

Please be aware that, in order to be effective, your notice of claim must comply with the detailed requirements set forth in the DMCA. You are encouraged to review them (see 17 U.S.C. Sec. 512(c)(3)) before sending your notice of claim.