

Terms of Service

Welcome to OinkBox! The OinkBox website and services are provided by OinkBox, LLC. ("OinkBox", "we" "us" or "our"). These terms and conditions (these "Terms and Conditions") govern your ("you" or "your") access to and use of the OinkBoxes.com web site (the "Website") and all services provided by OinkBox via the Website including without limitation our monthly product and gift service (collectively, the "Services").

OinkBox provides a subscription service for monthly delivery of pet pig-related products for your pig or as a gift to other pig owners. Access to the Website, use of the Services, and purchase of the Products is subject to these Terms and Conditions and the OinkBox Privacy Policy available on the Website.

Acceptance of Terms

By using our Website or subscribing to our Services, you indicate your unconditional acceptance of the following Terms and Conditions. Please read them carefully, as they may have changed since your last visit. The most recent version of these Terms and Conditions may be viewed at oinkboxes.com/terms-of-service.

Scope of Service

OinkBox maintains this Website as a service to the user community that visits the Website subject to these Terms and Conditions. You are responsible for obtaining any equipment and Internet service necessary to access our Website and for paying any fees for the equipment and service you select. We may alter, suspend, or discontinue this Website or the Services in whole or in part, at any time and for any reason, without notice. The Website may also periodically become unavailable due to maintenance or malfunction of computer equipment or for other reasons.

Website Content

Users have a personal, non-transferable, non-exclusive right to access and use the Content of this Website subject to these Terms and Conditions. The term "Content" means all information, text, images, data, links, software, or other material accessible through the Website or Services, whether created by us or provided by another person for display on the Website or through the Services.

The Content may contain typographical errors, other inadvertent errors or inaccuracies. We reserve the right to make changes to document names and content, descriptions or specifications of products or services, or other information without obligation to issue any notice of such changes.

You may view, copy, download, and print Content that is available on this website or through the Services, subject to the following conditions:

- The Content may be used solely for internal informational purposes. No part of this website or its Content may be reproduced or transmitted in any form, by any means, electronic or mechanical, including photocopying and recording for any other purpose.
- The Content may not be modified.
- Copyright, trademark, and other proprietary notices may not be removed.

Nothing contained on this Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use this Website or any Content displayed on this Website, through the use of framing or otherwise, except: (a) as expressly permitted by these terms of use; or (b) with our prior written permission or the permission of such third party that may own the trademark or copyright of material displayed on this Website.

Registration and Membership; Product Sales

In order to start your ongoing OinkBox monthly subscription, you must register as a member on our Website. To register, you can simply provide

information about your pig including its size and age (for optimal gift selection), your shipping information including your address and billing information, and your valid email address and password to create your login profile. All information that you provide to OinkBox, including your credit card information, is subject to OinkBox's Privacy Policy. You are responsible for keeping your registration information up to date through the account page on the Website.

As a registered user of OinkBox, you agree to receive emails promoting any special offer(s), including third party offers. We may from time to time send you our monthly newsletter. You may opt-out from receiving special promotions or our newsletter by emailing info@oinkboxes.com or selecting to unsubscribe as may be provided in the applicable e-mail correspondence.

Monthly Delivery

As a subscribed OinkBox member, each month we will ship you a package with a different selection of items for your pig that may consist of a selection from toys, treats, hygiene products, food samples, or other pig-related items ("Products"). Each month of your subscription, the selection of Products may change. Accordingly, OinkBox cannot guarantee that a selection available in a particular timeframe will be available in any subsequent timeframe.

BY SUBSCRIBING YOU AGREE TO PAY THE MONTHLY SUBSCRIPTION FEE FOR THE PRODUCTS THAT ARE SUPPLIED EACH MONTH.

Billing and Payments

The price of the Services and/or goods is payable in full before delivery. We accept the following credit cards at this time: Visa, MasterCard, American Express, or Discover (please check our Shipping, Return and Exchange Policy for an updated list). You will automatically be charged each month for your ongoing subscription. If you have committed to a subscription period lasting longer than one month (e.g., a six month plan or a twelve month plan), you will automatically be charged each month during that subscription period, even if you have cancelled your subscription or membership prior to the end of that

subscription period. Further, unless you cancel your subscription or membership prior to the end of your then-current subscription period, at the end of that period, your subscription will automatically be renewed for an additional subscription period of the same amount of time.

We encourage you to constantly update your payment method information or cancel your membership should you wish to discontinue your monthly purchase of Products.

We use a third party payment service in lieu of directly processing your credit card information. By submitting your credit card information, you grant OinkBox the right to store and process your information with the third party payment service, which it may change from time to time; you agree that OinkBox will not be responsible for any failures of the third party to adequately protect such information. All financial matters regarding your information are subject to the conditions of the third party payment service provider's terms of service. You acknowledge that we may change the third party payment service and move your information to other service providers that encrypt your information using secure socket layer technology (SSL) or other comparable security technology.

Shipping and Risk of Loss

Unless otherwise indicated at the time of your purchase, shipping fees will be an additional charge with your order. Shipping dates and/or arrival times are only estimates. For loss/damage claims, you must notify OinkBox within 30 days of the date of your purchase if you believe all or part of your order is missing or damaged.

Replacement of Products and credits to your account for shipped merchandise claimed as not received are subject to our investigation, which may include postal-service notification. We will adjust your account at our discretion. Repeated claims of undelivered merchandise may result in the cancellation of your membership.

Returns and Exchanges

If a Product is defective, you may return it within thirty (30) days of receipt and we will send you a new item or credit your account. To request a refund, please contact us at info@oinkboxes.com. When returning Products, it is your responsibility to take reasonable care to see that the Products are not damaged in transit and are received by us at our address as displayed on the Website. All refunds are subject to our shipping, return and exchange policies stated on our FAQ page ("Shipping, Return and Exchange Policy"), if any. Please note credits resulting from the monthly charge are only available up to 30 days past the date of the charge. Refunds are at the sole discretion of OinkBox.

Shipping, return and exchange of any products delivered by us in connection with your membership are subject to the OinkBox Shipping, Return and Exchange Policy.

Local Taxes

You may be charged local sales tax or VAT, if applicable.

International Access

This Website may be accessed from countries other than the United States. This Website and the Services may contain products or references to products that are only available within the United States and U.S. territories. Any such references do not imply that such products will be made available outside the United States. If you access and use this Website outside the United States you are responsible for complying with your local laws and regulations.

Membership Cancellations

We work hard to make your membership satisfying; however, you may cancel your ongoing membership through the account page on the Website. You must update your account on the Website by the first day of the month following the end of your then-current subscription period.

YOUR SUBSCRIPTION IS CONTINUOUS UNTIL YOU CANCEL AND, IF YOU CANCEL YOUR MEMBERSHIP BEFORE THE END OF AN EXISTING SUBSCRIPTION PERIOD, YOU WILL BE CHARGED FOR THE REMAINDER OF THAT SUBSCRIPTION PERIOD.

YOUR SUBSCRIPTION WILL CONTINUE UNTIL YOU CANCEL AND, IF YOU DO NOT CANCEL YOUR MEMBERSHIP PRIOR TO THE FIRST DAY OF THE MONTH FOLLOWING THE END OF A SUBSCRIPTION PERIOD, YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR A NEW SUBSCRIPTION PERIOD OF THE SAME AMOUNT OF TIME.

All cancellation requests received after the first day of the calendar month following a Subscription Period will apply to the following Subscription Period.

We may terminate your membership, without notice, for conduct we believe violates these Terms and Conditions or our policies, is harmful our business interests, or for an inactive account.

Limitation of Liability

IN NO EVENT SHALL OINKBOX OR ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AFFILIATES BE LIABLE TO ANY USER OF THIS WEBSITE OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES) ARISING OUT OF THE USE, INABILITY TO USE, UNAUTHORIZED ACCESS TO OR USE OR MISUSE OF THE PRODUCTS OR THE WEBSITE OR ANY INFORMATION CONTAINED THEREON, WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

YOU AGREE OINKBOX'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THESE TERMS AND CONDITIONS, THE WEBSITE, THE CONTENT, OR ANY PRODUCT OR SERVICES WHETHER IN CONTRACT, TORT, OR

OTHERWISE, SHALL NOT EXCEED THE AMOUNT YOU PAID TO OINKBOX IN THE THEN-PRIOR CALENDAR MONTH.

Indemnification

By using this Website, our Services, or supplied Products, you agree to indemnify, hold harmless and defend OinkBox from any claims, damages, losses, liabilities, and all costs and expenses of defense, including but not limited to, attorneys' fees, resulting directly or indirectly from a claim by a third party that arises in connection with use of this Website, Services, or Products by you or any other person accessing the Website using your member login account.

Content Submitted by Users

Accuracy: You may use this Website (but not subscribe to our Services) without volunteering personally identifiable information. Please refer to our Privacy Policy for additional information on our practices for handling personally identifiable information. However, if you choose to provide information to register for or participate in a service, event, or promotion on this Website or to use our Services, you agree that you will provide accurate, complete, and up to date information as requested on the screens that collect information from you.

Liability: We are not responsible or liable for the conduct of users or for any views, opinions and statements expressed in Content submitted for public display through our Website, such as through an online discussion forum or chat room. We do not prescreen information posted to online discussion forums or chat rooms, if any. With respect to such forums and chat rooms, we are acting as a passive conduit for such distribution and are not responsible for Content. Any opinions, advice, statements, services, offers, or other information in Content expressed or made available by users of an online discussion forum or chat room are those of the respective author(s) or distributor(s) and not of OinkBox. We neither endorse nor guarantee the accuracy, completeness, or usefulness of any such Content. You are responsible for ensuring that Content submitted to this Website is not provided in violation of any copyright, trade secret or other intellectual

property rights of another person or entity. You shall be solely liable for any damages resulting from any infringement of copyrights, trade secret, or other intellectual property rights, or any other harm resulting from your uploading, posting or submission of Content to this Website.

Monitoring: We have the right, but not the obligation, to monitor Content submitted to our Website through an online discussion forum or chat room, to determine compliance with these Terms and Conditions and any other applicable rules that we may establish. We have the right in our sole discretion to edit or remove any material submitted to or posted in any online discussion forum or chat room provided through this Website. Without limiting the foregoing, we have the right to remove any material that OinkBox, in its sole discretion, finds to be in violation of these Terms and Conditions or otherwise objectionable, and you are solely responsible for the Content that you post to this Website.

Lobbying: Federal law restricts lobbying activities by tax-exempt organizations. "Lobbying" includes certain activities intended to influence legislation. Content posted by users does not constitute lobbying by OinkBox, but may constitute lobbying by you or an organization that you represent. You are responsible for complying with any applicable lobbying restrictions.

Prohibited Content

By accessing our Website or any chat room, online discussion forum, or other service provided through our Website, you agree to abide by the following standards of conduct. You agree that you will not, and will not authorize or facilitate any attempt by another person to use our Website or any related chat room or online discussion forum to:

- Transmit any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, pornographic, lewd, lascivious, or otherwise objectionable, as determined by OinkBox.
- Use a name or language that OinkBox, in its sole discretion, deems offensive.
- Post defamatory statements.

- Post hateful or racially or ethnically objectionable Content.
- Post Content which infringes another's copyright, trademark or trade secret.
- Post unsolicited advertising or unlawfully promote products or services.
- Harass, threaten or intentionally embarrass or cause distress to another person or entity.
- Impersonate another person.
- Promote, solicit, or participate in any multi-level marketing or pyramid schemes.
- Exploit children under 18 years of age.
- Engage in disruptive activity such as sending multiple messages in an effort to monopolize the forum.
- Introduce viruses, worms, Trojan horses and/or harmful code to the Website.
- Obtain unauthorized access to any computer system through the Website.
- Invade the privacy of any person, including but not limited to posting personally identifying or otherwise private information about a person without their consent (or their parent's consent in the case of a child under 13 years of age).
- Solicit personal information from children under 13 years of age.
- Violate any federal, state, local, or international law or regulation.
- Encourage conduct that would constitute a criminal or civil offense.

Submitted Content

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Minors

OinkBox services are available only to, and may only be used by, individuals who are 18 years and older who can form legally binding contracts under applicable law. Individuals under the age of 18 can use this service only in conjunction with and under the supervision of a parent or legal guardian. In this case, the adult is the user and is responsible for any and all activities, subscribers and purchasers.

Intellectual Property Rights

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We do not claim ownership of Content submitted by users without compensation by OinkBox and with the expectation that such Content will be

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Copyright Infringement; Notice and Take Down Procedures

If you believe that any materials on this Website infringe your copyright, you may request that they be removed. This request must bear a signature (or electronic equivalent) of the copyright holder or an authorized representative and must include the following information: (1) identification of the copyrighted work that you believe to be infringed, including a description of the work and, where possible, a copy or the location of an authorized version of the work; (2) identification of the material that you believe to be infringing and its location, including a description of the material, its Website location or other pertinent information that will help us to locate the material; (3) your name, address, telephone number, and email address; (4) a statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law; (5) a statement that the information in your claim is accurate; and (6) a statement that "under penalty of perjury," you declare that you are the lawful copyright owner or are authorized to act on the owner's behalf.

In an effort to protect the rights of copyright owners, we maintain a policy for the termination, in appropriate circumstances, of users of this Website who are repeat infringers.

Security

When you register to participate in OinkBox services on this Website, you may be required to establish a login identifier and a password. You are responsible for protecting your login and password from unauthorized use, and you are responsible for all activity that occurs on your account (including without limitation financial obligations). You agree to notify us immediately if

you believe that your login or password has been or may be used without your permission so that appropriate action can be taken. We are not responsible for losses or damage caused by your failure to safeguard your login and password.

Disclaimer of Warranty

YOU ARE SOLELY RESPONSIBLE FOR DETERMINING IF THE PRODUCTS ARE SUITABLE FOR USE OR CONSUMPTION BY YOUR PIG. WE ARE NOT ABLE TO PROVIDE ANY ASSURANCES REGARDING ALLERGIES.

Under no circumstances will we be liable for any loss or damage caused by your use of the Products or your reliance on information in any Content on this Website. YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY ARISING FROM OR RELATING IN ANY WAY TO ANY PRODUCT SHALL BE ITS REPLACEMENT OR A CREDIT TOWARDS ANOTHER MONTHLY SHIPMENT, IN OINKBOX'S DISCRETION.

YOU MAY RETURN DEFECTIVE PRODUCTS ONLY WITHIN THIRTY (30) DAYS OF DELIVERY. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL PRODUCTS SUPPLIED, AND ALL TEXT, IMAGES, AND OTHER INFORMATION ON OR ACCESSIBLE FROM THIS WEBSITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SPECIFICALLY, BUT WITHOUT LIMITATION, OINKBOX DOES NOT WARRANT THAT: (i) THE INFORMATION AVAILABLE ON THIS WEBSITE IS FREE OF ERRORS; (ii) THE PRODUCTS OR SERVICES ARE NOT DEFECTIVE; (iii) THE FUNCTIONS OR SERVICES (INCLUDING BUT NOT LIMITED TO MECHANISMS FOR THE DOWNLOADING AND UPLOADING OF CONTENT) PROVIDED BY THIS WEBSITE WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS; (iv) DEFECTS WILL BE CORRECTED, OR (v) THIS WEBSITE OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Exclusions

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.

Links to Third-Party Websites

This Website may contain links to third party Websites that are provided to you as a convenience. Any outside Website accessed from our Website is independent from OinkBox, and we have no control over the content of such Websites. We are not responsible for the content of any linked Website or for any loss or damage incurred in connection with your use such links or dealings with the operators of such third party Websites.

No Implied Endorsements

In no event shall any reference to any third party or third party product or service be construed as an approval or endorsement by OinkBox of that third party or of any product or service provided by a third party. Likewise, a link to any third party Website does not imply that we endorse or accept any responsibility for the content or use of such a Website. OinkBox does not endorse, warrant or guarantee any product or service offered by any third party through an online discussion forum or chat room accessible through this Website and will not be a party to or in any way monitor any transaction involving any third party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you are responsible for exercising appropriate judgment and caution.

Jurisdictional Issues

We make no representation that information on this Website, or the Products or Services we provide, are appropriate or available for use outside the United States. Those who choose to access this Website from outside the United States do so on their own initiative and at their own risk and are responsible for compliance with applicable local laws.

Termination

We may terminate any user's monthly subscription or access to our Website or Services, including access to any online discussion forum or chat room, in our sole discretion, for any reason and at any time, with or without prior notice. It is our policy to terminate users who violate these terms and conditions, as deemed appropriate in our sole discretion. You agree that we are not liable to you or any third party for any termination of your access to our Website or Services.

Enforcement

These Terms and Conditions shall be governed and interpreted pursuant to the laws of the State of Colorado, United States of America, notwithstanding any principles of conflicts of law.

All disputes arising out of or relating to these Terms and Conditions shall be finally resolved by arbitration conducted in the English language in Denver, CO, U.S.A. under the commercial arbitration rules of the American Arbitration Association. The parties shall appoint as sole arbitrator a retired judge who presided in the State of Colorado. The parties shall bear equally the cost of the arbitration (except that the prevailing party shall be entitled to an award of reasonable attorneys' fees incurred in connection with the arbitration in such an amount as may be determined by the arbitrator). All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding the foregoing, we shall be entitled to seek injunctive relief, security, or other equitable remedies from federal and state courts located in the State of Colorado or any other court of competent jurisdiction. Under no circumstances shall the arbitrator be authorized to award punitive damages, including but not limited to federal or state statutes permitting multiple or punitive damage awards. Any purported award of punitive or multiple damages shall be beyond the arbitrator's authority, void, and unenforceable. BY AGREEING TO THESE TERMS OF SERVICE, YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND YOUR RIGHT TO HAVE A COURT HEAR CLAIM ARISING IN CONNECTION WITH

THIS AGREEMENT, AMONG OTHER WAIVERS OF RIGHTS SET FORTH IN THIS AGREEMENT.

Severability

To the extent you are located in the United States, if any provisions of this Agreement are not permitted by applicable law or regulation, those provisions shall be of no force or effect as between you and OinkBox. If any part of these Terms and Conditions is held to be unlawful, void, or unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions as between you and OinkBox.

Entire Agreement

These Terms and Conditions constitute the entire agreement between the parties relating to the subject matter herein. We may, at our sole discretion and without notice, revise these terms at any time by updating this posting.

For Additional Information

If you have any questions about these Terms and Conditions, please contact info@oinkboxes.com.

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