

Website Standard Terms and Conditions

1. Introduction.

These Website Standard Terms and Conditions (these “Terms” or these “Website Standard Terms and Conditions”) contained herein on this webpage, shall govern your use of this website, including all pages within this website (collectively referred to herein below as this “Website”). These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website if you have any objection to any of these Website Terms and Conditions.

This Website is not for use by any minors (defined as those who are not at least 18 years of age), and you must not use this Website if you a minor.

2. Intellectual Property Rights.

Other than the content you own, which you may have opted to include on this Website, under these Terms, BIGFOOT BARRIER PRODUCTS and/or its licensors own all rights to the intellectual property and material contained in this Website, and all such rights are reserved.

You are granted a limited license only, subject to the restrictions provided in these Terms, for purposes of viewing the material contained on this Website,

3. Restrictions.

You are expressly and emphatically restricted from all of the following:

- publishing any Website material in any media;
- selling, sublicensing and/or otherwise commercializing any Website material;
- publicly performing and/or showing any Website material;
- using this Website in any way that is, or maybe, damaging to this Website;
- using this Website in any way that impacts user access to this Website;
- using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website;
- using this Website to engage in any advertising or marketing;

Certain areas of this Website are restricted from access by you and **BIGFOOT BARRIER PRODUCTS** may further restrict access by you to any areas of this Website, at any time, in its sole and absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain the confidentiality of such information.

4. Your Content.

In these Website Standard Terms and Conditions, “Your Content” shall mean any audio, video, text, images or other material you choose to display on this Website. With respect to Your Content, by displaying it, you grant BIGFOOT BARRIER PRODUCTS a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.

Your Content must be your own and must not be infringing on any third party’s rights. BIGFOOT BARRIER PRODUCTS reserves the right to remove any of Your Content from this Website at any time, and for any reason, without notice.

5. No warranties.

This Website is provided “as is,” with all faults, and BIGFOOT BARRIER PRODUCTS makes no express or implied representations or warranties, of any kind related to this Website or the materials contained on this Website. Additionally, nothing contained on this Website shall be construed as providing consult or advice to you.

6. Limitation of liability.

In no event shall BIGFOOT BARRIER PRODUCTS, nor any of its officers, directors, and employees, be liable to you for anything arising out of or in any way connected with your use of this Website, whether such liability is under contract, tort or otherwise, and BIGFOOT BARRIER PRODUCTS, including its officers, directors, and employees shall not be liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

7. Indemnification.

You hereby indemnify, to the fullest extent, BIGFOOT BARRIER PRODUCTS from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney’s fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

8. Severability.

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

9. Variation of Terms.

BIGFOOT BARRIER PRODUCTS is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review such Terms on a regular basis to ensure you understand all terms and conditions governing the use of this Website.

10. Assignment.

BIGFOOT BARRIER PRODUCTS shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

11. Entire Agreement.

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between BIGFOOT BARRIER PRODUCTS and you in relation to your use of this Website and supersede all prior agreements and understandings with respect to the same.

12. Governing Law & Jurisdiction.

These Terms will be governed by and construed in accordance with the laws of the State of California, and you submit to the non-exclusive jurisdiction of the state and federal courts located in California for the resolution of any disputes.

Privacy Policy

This Privacy Policy sets forth the policy and procedures of BIGFOOT BARRIER PRODUCTS. (variously, “BIGFOOT BARRIER PRODUCTS”, “we”, “our” or “us”) in regard to the collection, usage, and disclosure of personal and/or corporate information that you may provide to us through using this website (bigfootbarrierproducts.com), or by using any product or service provided by BIGFOOT BARRIER PRODUCTS (the “Website”).

If you do not accept this Privacy Policy and/or do not meet and/or comply with the provisions set forth herein, then you may not use our Website.

This Privacy Policy applies to all Personal Information received by BIGFOOT BARRIER PRODUCTS whether in electronic, paper or verbal format.

1. Information we collect

When you use our Website, you may provide BIGFOOT BARRIER PRODUCTS with two main types of information: (1) Non-Personal Information and (2) Personal Information. We collect information from you when you (a) use and/or access our Website, (b) open and/or respond to our emails, (c) contact BIGFOOT BARRIER PRODUCTS, (c) visit any page online that displays our content, (d) purchase products through our Website, and/or (e) provide information to any of our Service Providers. To view our website you do not need to submit any Personal Information other than your name, email address, general geographic location, profession and/or industry that you operate in.

1.1 Personal Information

“Personal Information” is personally identifiable information that you knowingly choose to disclose, which is collected on an individual basis. We may ask for certain Personal Information from you for the purpose of providing to you the content and/or services that you request. We collect Personal Information such as your: (i) contact information (including name, address, and email); (ii) financial information (such as credit card number, expiration date, verification number, and billing address); (iii) contact information of your company and/or other identity information you share with us (including industry or profession); (iv) location information (such as geographic location of the device you are using) and/or (v) preferences and feedback. By registering, you are authorizing us to collect, store and use your email address, and other such information you provide during registration, in accordance with this Privacy Policy. Once you register, you have opted in to receive electronic communications from BIGFOOT BARRIER PRODUCTS. If you use external application accounts (like ‘Google’) to sign in to the Website, we will collect and store your user identification information (“ID”). The privacy practices of external applications and websites are set forth in their privacy policies, and BIGFOOT BARRIER PRODUCTS has no control over the use of your ID by such parties. BIGFOOT BARRIER PRODUCTS may also provide you with the opportunity to participate in surveys through our Website. If you participate, we will request certain personally identifiable information. Participation in surveys is completely voluntary and you, therefore, have a choice whether to disclose such information.

1.2 Non-Personal Information

“Non-Personal Information” is general user information that does not contain personally identifiable information, which is collected on an aggregate basis as you use our Website. We collect Non-Personal Information such as:

- **Cookies:** We use cookies and web log files to track usage and trends, to improve the quality of our Service and to customize your experience. A “cookie” is a tiny data file that resides on your computer, mobile phone, or other devices, and allows BIGFOOT BARRIER PRODUCTS to recognize you as a user when you return to our Website using the same computer and web browser. Information gathered through cookies may include the date and time of visits, the pages viewed, and time spent at our Website. You can remove or block cookies using the settings in your browser, but in some cases that may impact your ability to use our Website. Sending a cookie to a user’s browser enables us to collect Non-Personal information about that user and keep a record of the user’s preferences when utilizing our services, both on an individual and aggregate basis. For example, the Company may use cookies to store the following information: session data, email address, username, and preferences. BIGFOOT BARRIER PRODUCTS may use both persistent and session cookies; persistent cookies

remain on your computer after you close your session and until you delete them, while session cookies expire when you close your browser.

- **Analytics Data.** We use third-party analytics services to help analyze how users use the Website. These analytics services use cookies to collect information such as how often users visit the Website and we use the information to improve the Website. The analytics services' ability to use and share information collected by them is restricted by their terms of use and privacy policy, which you should refer to for more information about how these entities use this information. If third-party services collect information, they do so anonymously without identifying individual visitors. However, we may link the information we record using tracking technology to Personal Information we collect.
- **Device Data:** We use device data, which is information concerning a device you use to access, use, and/or interact with the Website, such as operating system type and/or mobile device model, browser type, domain, and other system settings, the language your system uses and the country and time zone of your device, geo-location, unique device identifier and/or other device identifier, mobile phone carrier identification, and device software platform and firmware information.
- **Aggregate:** We may collect non-identifying and statistical information about the use of our Website, such as how many visitors visit a specific page, how long they stay on that page and which links, if any, they click on. This information represents a generic overview of our users, including their collective habits. Information collected in the aggregate is not associated with you as an individual. We may share user information in the aggregate with third parties.
- **Other Tracking Technologies:** We may supplement the information you provide to us with information from other sources, such as information to validate and/or update your address and/or other demographic information. This information is used to maintain the accuracy of the information on our Website and for internal analysis. We may also use clear gifs, pixel tags, and web beacons, which are tiny graphic images placed on website pages and/or in the emails that allow us to determine whether you have performed specific actions and are further used to track online movements of our users. In contrast to cookies, which are stored on your computer's hard drive, clear gifs are embedded invisibly on web pages. We do not tie the information gathered by clear gifs to your Personal Information.

1.3. Information you provide by using the Website

You may submit User Content (as defined in the Terms of Use) to the Website, including certain information via online forms. We will not sell the information obtained in any User Content.

1.4. Information you send to other Users

This Privacy Policy only addresses the use and disclosure of information we collect from you. If you disclose your information to other parties using the Website or visit other websites linked through the Website, different rules may apply to their use or disclosure of the information you disclose to them. Since the BIGFOOT BARRIER PRODUCTS does not control the privacy policies of third parties or other individual's actions, you are subject to the privacy policies of that third party or those individuals. We encourage you to be sure the recipients are authenticated to your satisfaction before you send them any documents or sensitive information.

2. How we use and share information

2.1 General Use. We may share your Personal Information to fulfill the purpose for which you provide it, for any other purpose disclosed by us when you provide the information, with your consent, and/or to third parties designated by you. Except as otherwise stated in this Privacy Policy, we do not sell, trade, rent or otherwise share for marketing purposes your Personal Information with third parties without your consent. For example, we may use your information to:

- operate, maintain, and improve our sites, products, and Website;
- respond to comments and questions and provide customer service;
- provide technical support;
- send information including confirmations, invoices, technical notices, updates, security alerts, support, and administrative messages;
- communicate about promotions, upcoming events, other news about products and services offered by us and our selected partners;
- send you reminders, support, and marketing messages;
- manage our administration of the Website;
- link or combine user information with other Personal Information we get from third parties, to help understand your needs and provide you with better service;
- perform analytics and conduct research;
- protect, investigate, and deter against fraudulent, unauthorized and/or illegal activity;
- to process orders and/or otherwise provide and deliver products and services you request;

- to process and deliver orders for additional services;
- identify you as a user in our system;
- facilitate the creation of and secure your Account on our network; and/or
- develop and improve marketing and advertising for the Website and partner services.

The information collected in the aggregate enables BIGFOOT BARRIER PRODUCTS to better understand your use of the Website and to enhance your enjoyment. We may use financial information to process payment for any purchases made on the Website, enroll you in one of our accounts and/or other related services in which you elect to participate. If you use the Website, you agree to receive certain communications from us including but not limited to the following:

Special Offers, Newsletters and Updates. We will occasionally send you information on products, special deals, promotions, and newsletters. You can sign up for these emails from us at any time on our website. Out of respect for your privacy, you may elect not to receive these types of communications by changing your account setting through the Website.

Customer Service. Based upon the personally identifiable information you provide us, we will communicate with you in response to your inquiries, to provide the services you request and to manage your account. We will communicate with you by email or telephone, as you may elect.

Supplementation of Information. In order to process your credit card orders, we use a third-party provider to validate and verify your account information. All billing and account information is transmitted via https, which is a secure encrypted protocol system.

2.2 Parties with whom we may share your information:

We may share Personal Information and User Content with vendors, employees, contractors and/or agents who are performing services for BIGFOOT BARRIER PRODUCTS, (such as the servers for our email communications who are provided access to user's email address for purposes of sending emails from us; authentication systems, and fraud detection) (collectively, "Service Providers"). Our Service Providers will be given access to your information as is reasonably necessary to provide the Website and related products and/or services. We strive to use commercially acceptable means to protect your Personal Information. If Service Providers acquire confidential or proprietary information belonging to BIGFOOT BARRIER PRODUCTS or its customers, such information is required to be handled in confidence and may not be disclosed to unauthorized third parties. Service Providers who violate our security and safe maintenance of data policies are subject to appropriate discipline including, but not limited to, termination. Certain Service Providers will automatically collect non-identifying information about your use of our Website by using cookies and other technologies as similarly used by BIGFOOT BARRIER PRODUCTS. Our Service Providers are contractually obligated to use your Personal Information only in our direction and in accordance with our Privacy Policy.

2.3 Disclosures

We also may be required to disclose an individual's Personal Information in response to a lawful request by public authorities, including to meet national security or law enforcement requirements. For example, we will disclose your Personal Information in the following circumstances: (i) to investigate and defend BIGFOOT BARRIER PRODUCTS members against any third party claims and/or allegations and/or otherwise to protect BIGFOOT BARRIER PRODUCTS from liability, (ii) to investigate, prevent and/or take action regarding suspected and/or actual illegal activities, (iii) to assist government enforcement agencies, respond to a legal process and/or comply with the law, (iv) to exercise or protect the rights, property and/or personal safety of the users of the Website and/or (v) to protect the security and/or integrity of the Service. In response to a verified request by law enforcement or other government officials relating to a criminal investigation or alleged illegal activity, we can (and you authorize us to) disclose your name, city, state, telephone number, email address, user ID history, fraud complaints, and usage history, without a subpoena, in connection with an investigation of fraud, intellectual property infringement, piracy, and/or other unlawful activity.

2.4 Business Transitions

In the event we undergo a business transaction such as a merger, acquisition by another company, or sale of all or a portion of our assets, your Personal Information may be among the assets transferred and/or examined during the due diligence process. You acknowledge and consent that such transfers may occur and are permitted by this Privacy Policy and that any acquirer of our assets may continue to process your Personal Information as set forth in this Privacy Policy.

3. Information Choices

Depending on the situation, BIGFOOT BARRIER PRODUCTS may obtain consent to the collection of Personal Information in different ways. Express consent may be obtained verbally, online and/or in writing. Implied consent may be obtained through your use of our Website and related services, and/or when you approach us to obtain information, inquire about or request services from us. BIGFOOT BARRIER PRODUCTS will offer individuals the opportunity to choose (opt-out) whether their Personal Information is to be used for any purpose other than what it was collected for. We respect your privacy and give you an opportunity to opt-out of receiving announcements of certain information. Although we think that you benefit from a more personalized experience when we know more about you and what you like, you can limit the information you provide to BIGFOOT BARRIER PRODUCTS, and you can limit the communications that BIGFOOT BARRIER PRODUCTS sends to you. If you visit our Website and volunteer personally identifiable information, you can opt-out of receiving notifications, and you may review, modify, update, and/or delete such Personal Information by contacting us and/or by changing your preferences on the Website. Please be aware that even after your request for a change is processed, BIGFOOT BARRIER PRODUCTS may, for a time, retain residual information about you in its backup and/or archival copies of its database. Please be aware that we may still email you non-commercial emails related to your account and your transactions through our Website. BIGFOOT BARRIER PRODUCTS may retain information (including without limitation your account information) for a commercially reasonable time for backup, archival, and/or audit purposes. In some cases, if you choose not to provide BIGFOOT BARRIER PRODUCTS with the requested information, you may not be able to use and/or access our Website.

3.1 Your California Privacy Rights

Under California Civil Code Sections 1798.83-1798.84, California residents are entitled to receive: (a) information identifying any third-party companies to whom BIGFOOT BARRIER PRODUCTS may have disclosed Personal Information to for direct marketing, within the past year; and (b) a description of the categories of Personal Information disclosed. To obtain such information, please email your request to info@bigfootbarrierproducts.com and we will provide a list of categories of Personal Information disclosed within thirty (30) days after receiving such a request. This request may be made no more than once per the calendar year. We reserve the right not to respond to requests submitted in ways other than those specified above.

4. Service Eligibility and Changes

4.1 Children and Minors

BIGFOOT BARRIER PRODUCTS does not knowingly collect personally identifiable information from children under the age of thirteen (13). If we learn that we have collected Personal Information from a child under age thirteen (13), we will delete such information as quickly as possible. If you believe that a child under the age of thirteen (13) may have provided us Personal Information, please contact us at Bigfoot Barrier Products. By using the Website, you represent that you are at least eighteen (18) years old and understand that you must be at least eighteen (18) years old in order to create an account and/or purchase the goods and/or services through the Website.

4.2 Changes to Privacy Policy

In general, changes will be made to this Privacy Policy to address new or modified laws, and/or new or modified business procedures. However, we may update this Privacy Policy at any time, with or without advance notice, so please review it periodically. We may provide you additional forms of notice of modifications and/or updates as appropriate under the circumstances. Your continued use of the Website after any modification to this Privacy Policy will constitute your acceptance of such modifications and/or updates. You can determine when this Privacy Policy was last revised by referring to the date it was last "Updated" above.

5. Other websites and services

We are not responsible for the practices employed by any websites and/or services linked to and/or from our Website, including the information and/or content contained therein. Please remember that when you use a link to go from our Website to another website and/or service, our Privacy Policy does not apply to such third-party websites and/or services. Your browsing and interaction on any third-party website and/or service, including those that have a link on our Website, are subject to such third party's own rules and policies. In addition, you agree that we are not responsible and do not have control over any third-parties that you authorize to access your Personal Information. If you are using a third-party website and/or service and you allow them to access your Personal Information, you do so at your own risk.

6. How we protect information

6.1. Security

We implement security measures designed to protect your information from unauthorized access. Your account is protected by your account password and we urge you to take steps to keep your Personal Information safe by not disclosing your password and by logging out of your account after each use. We follow generally accepted industry standards to protect the Personal Information submitted to us, both during transmission and once we receive it. We periodically review our information collection, storage, and processing practices, including physical security measures, to guard against unauthorized access to systems. We further protect your information from potential security breaches by implementing certain technological security measures including encryption, firewalls and secure socket layer technology. Because the internet is not a completely secure environment, BIGFOOT BARRIER PRODUCTS cannot warrant the security of any information you transmit to BIGFOOT BARRIER PRODUCTS or guarantee that information on the Website may not be accessed, disclosed, altered and/or destroyed by breach of any of our physical, technical and/or managerial safeguards. In addition, while we take reasonable measures to ensure that Service Providers keep your information confidential and secure, such Service Provider's practices are ultimately beyond our control. We are not responsible for the functionality, privacy and/or security measures of any other organization. By using our Website, you acknowledge that you understand and agree to assume these risks.

7. Language

The governing language of this Privacy Policy is English, which shall prevail over any other languages used in any translated document.

8. How to contact us

If you have any questions and/or comments about this Privacy Policy, email us at **info@bigfootbarrierproducts.com**