

Terms and Conditions

Agreement between User and www.northernnaturalwinery.com

Welcome to www.northernnaturalwinery.com. The www.northernnaturalwinery.com website (the "Site") is comprised of various web pages operated by Northern Natural Cider House and Winery ("Northern Natural"). www.northernnaturalwinery.com is offered to you conditioned on your acceptance without modification of terms, conditions, and notices contained herein (the "Terms"). Your use of www.northernnaturalwinery.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

www.northernnaturalwinery.com is a Business Information Site.

This website is intended to inform and educate the public about the products offered by Northern Natural Cider House and Winery, both at the Tasting House as well as retailers around Michigan. In addition, food menus, special events and entertainment schedules are available.

Electronic Communications

Visiting www.northernnaturalwinery.com or sending e-mails to Northern Natural constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication is in writing.

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enjoyment of the Site. You may not obtain or attempt to obtain materials or information through any means not intentionally made available or provided through Site.

All content included as part of the Service, such as text, graphics, logos, images as well as the compilation thereof, and any software used on the Site, is the property of Northern Natural or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

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The Services is controlled, operated and administered by Northern Natural from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Northern Natural Content accessed through: www.northernnaturalwinery.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Northern Natural, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use or inability to use the Site or services, any user postings made by you, your violation of terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Northern Natural reserves the right, at its own cost, to assume the exclusive defense and control any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Northern Natural in asserting any available defenses.

Clear Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH 'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Northern Natural agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

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Termination/Access Restriction

Northern Natural reserves the right, in its sole discretion, to terminate your access to the Site and related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Michigan and you hereby consent to the exclusive jurisdiction and venue of courts in Michigan in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation this section.

You agree that no joint venture, partnership, employment or agency relationship exists between you and Northern Natural as a result of this agreement or use of the Site. Northern Natural's performance of this agreement is in derogation of Northern Natural's right to comply with

governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Northern Natural with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitation set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Northern Natural with respect to the Site as it supersedes all prior contemporaneous communications and proposals, whether electronic, oral or written, between the user and Northern Natural with respect to the Site. A printed version of this agreement and any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Northern Natural reserves the right, in its sole discretion, to change the Terms under which www.northernnaturalwinery.com is offered. The most current version of the Terms will supersede all previous versions. Northern Natural encourages you to periodically review the Terms to stay informed of updates.

Contact Us

Northern Natural welcomes your questions or comments regarding the Terms:

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Effective as of August 30, 2021