

Walden Local Inc. Terms of Use (Rev. 11/1/2018)

By using waldenlocalmeat.com, members.waldenlocalmeat.com, and communicating with us at members@waldenlocalmeat.com and our related sites (collectively, "we" or "Websites" or "Walden"), you agree to be bound by our Terms of Use, Privacy Policy and all disclaimers and terms and conditions that appear elsewhere on our sites.

We do reserve the right to make changes to our Websites and Terms of Use and Legal Notices at any time. Each time you use our Website, you should visit and review the then current Terms of Use, Legal Notices and Privacy Policy that apply to your transactions and use of this site. If you are dissatisfied with our Website, its content or Terms of Use and Legal Notices or Privacy Policy, you agree that your sole and exclusive remedy is to discontinue using our Websites or services.

Tampering with the site, misrepresenting the identity of a user, using buying agents or conducting fraudulent activities on the site are prohibited.

DISCLAIMERS AND LIMITATION OF LIABILITY

By using our Website, you expressly agree that use of our Website and our services is at your sole risk. Our Website is provided on an "AS IS" and "as available" basis. Neither Walden nor its affiliates, subsidiaries or designees nor each of their respective officers, directors, employees, agents, third-party content providers, designers, contractors, distributors, merchants, sponsors, licensors or the like (collectively, "Associates") warrant that use of the Website will be uninterrupted or error-free. Neither Walden nor its Associates warrant the accuracy, integrity or completeness of the content provided on the Website or the products or services offered for sale on the Website. Further, Walden makes no representation that content provided on the Website is applicable to, or appropriate for use in, locations outside of the United States as we do not service areas outside the Northeast US. Walden and its Associates specifically disclaim all warranties, whether expressed or implied, including but not limited to warranties of title, merchantability or fitness for a particular purpose. No oral advice or written information given by Walden or its Associates shall create a warranty. Some states do not allow the exclusion or limitation of certain warranties, so the above limitation or exclusion may not apply to you.

Under no circumstances shall Walden or its Associates be liable for any direct, indirect, incidental, special or consequential damages that result from your use of or inability to use our Website or services, including but not limited to reliance by you on any information obtained from the Website that results in mistakes, omissions, interruptions, deletion or corruption of files, viruses, delays in operation or transmission, any failure of performance. The foregoing Limitation of Liability shall apply in any action, whether in contract, tort or any other claim, even if an authorized representative of Walden has been advised of or should have knowledge of the possibility of such damages. User hereby acknowledges that this paragraph shall apply to all content, merchandise and services available through the Walden website. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

You are solely responsible for the safe washing, handling, preparation, storage, cooking and consumption of our products. You are also solely responsible for knowing of any food allergies and for verifying the suitability of our products and their ingredients. We strive to provide accurate information regarding ingredients and potential allergens as accurately as possible, however we do not guarantee

the accuracy or completeness of such information and are not responsible for any claims arising or resulting from your reliance thereon.

ERRORS ON OUR SITE

Errors will be corrected where discovered, and Walden reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after a membership request has been submitted and whether or not the share has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your share is cancelled, Walden will issue a credit to your credit card account in the amount of the charge. Individual bank policies will dictate when this amount is credited to your account.

VALIDATING YOUR MEMBERSHIP, AUTOMATIC RECURRING PAYMENTS

After you sign up for our membership program, we will check the information you give us for validity, by verifying your method of payment or shipping address. Our program is a monthly recurring subscription. After your first share, the following month you will be automatically billed for your next share a few days prior to delivery. If you do not wish to continue your membership, let us know at any time and we will refund the charge.

MEMBERSHIP & SHARE LIMITATIONS

All shares and add on orders placed on this site are subject to product availability. Prices and availability of products and services are subject to change without notice. Walden may, in its sole discretion, terminate your account or your use of the Walden Website at any time. Walden reserves the right to change, suspend or discontinue all or any aspects of the Walden site or membership experience at any time without prior notice.

Re-selling of our products without our explicit permission is prohibited.

EATING AND COOKING

To maintain the quality and integrity of your share, we recommend that you immediately freeze refrigerate all perishable Products upon delivery and follow the U.S. Department of Agriculture's ("USDA") instructions on refrigeration and food safety. Consumption of the Products are solely at your risk, and you are solely responsible for the proper and safe washing, handling, preparation, storage, cooking, use and consumption of your share following delivery.

We recommend that you use a food thermometer to ensure that all meat, poultry, seafood and other applicable items are cooked to the USDA's recommended internal temperatures. Failure to follow safe food handling practices and temperature recommendations may increase the risk of foodborne illness. In addition, pregnant women, young children, the elderly and individuals with compromised immune systems should follow the U.S. Food and Drug Administration's recommendations on food consumption for at-risk groups.

From time to time we may provide recipes that suggest temperatures different from the USDA's recommended internal temperatures. As you might in a restaurant, you acknowledge that consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness, and you are choosing to do so at your own risk.

INDEMNIFICATION

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Walden, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the “Walden Parties”), from and against all actual or alleged Walden Party or third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys’ fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, “Claims”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Sites, Content or Products, (b) any Feedback you provide, (c) your violation of these Terms, (d) your violation of the rights of another, and (e) any third party’s use or misuse of the Sites or Products provided to you. You agree to promptly notify Walden of any third party Claims and cooperate with the Walden Parties in defending such Claims. You further agree that the Walden Parties shall have control of the defense or settlement of any third party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Walden.

Walden Local, Inc Privacy Policy (rev. 11/1/2018)

Walden Local, Inc. ("Walden" or "We" or "Company") deeply respect(s) the privacy of visitors to our Website and our Members. The following Privacy Policy ("Policy") explains our online information practices regarding the collection of information from this Website that can personally identify you and the choices you can make about the way your information is collected and used. This personally-identifiable information is information about you such as your name, address, telephone number, and e-mail address or any other information that could be used to contact you or to effectively process your share.

If you provide us with personally-identifiable information, we will treat it in accordance with this Policy. This Policy only covers the Website(s) owned by Walden.

Information Collection and Use

Walden measures the performance of our Website in order to determine how we can improve and expand upon the content and services we provide. We have designed our Website so that you are not required to provide any personally-identifiable information unless you are requesting access to certain options, services, or requesting to join our share program. We, along with our third party partners engaged to provide marketing and advertising on our behalf, only collect personally-identifiable information that you voluntarily provide to us. You may choose at any time not to provide personally-identifiable information, although this may restrict our ability to provide requested services or information. We use this personally-identifiable information to fulfill share orders from you and/or provide you with requested information such as our email notifications concerning our products and your share membership.

Non-Personally identifiable Information

This refers to information that does not, by itself, identify a specific individual. We gather certain information about the use of our Website by our visitors. This information is then compiled and analyzed in a way that does not identify our visitors personally. The information may include the referring Uniform Resource Locator (URL), indicating from where a visitor to our Website has come, which URLs have been visited on our Website and in what order, what browser is being used, and what Internet Protocol (IP) address a visitor used to get to our Website. We may also use such information for Website and system administration.

Linked Websites

We sometimes provide links to third-party Websites. You acknowledge that such links are provided for your convenience only and do not constitute an endorsement by us of such third-party Websites. Since we do not control these Websites, we assume no responsibility for the privacy practices of such Websites. We encourage you to review the privacy policies posted on those and all third-party Websites.

Cookies

Our website may use Cookies, pieces of numeric data that we transfer to be stored on your computer so that we can easily identify your computer when you return to our Website. Walden can only "read" Cookies that are placed on your computer from our own Website. Usage of Cookies is not linked to any personally-identifiable information. You can choose to disable Cookies by following the procedure

suggested by your particular browser. If you choose to disable Cookies in your browser, you may still be able to access portions of our Website content.

Protecting Your Information

The personal information you provide online is retained by us for no longer than is necessary, depending on the purpose for which it is held, and is electronically stored on a secure server. We do not store or have access to your credit card information directly, it is held by our third-party payment processor.

We use commercially-reasonable efforts to protect the personal information you share with us. Access to your personal information is limited only to those Walden employees and third-party partners, all of whom are required to keep your information confidential. We also may disclose personally-identifiable information when, in good faith, we believe that such disclosure is required by law. Walden does not ever sell, loan, trade or lease any personal information collected on our Website to other third parties for their own marketing purposes.

To prevent unauthorized access, maintain data accuracy, and ensure proper use of your personally-identifiable information, Walden and its third-party partners employ appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online, consistent with industry practices.

Your Choice to Receive Information Following Your Membership

Our membership program requires that we send you information regarding the delivery of your upcoming share, and other information pertinent to your membership. If you choose to cease your membership, we will no longer send information about our Company and our products if you request to unsubscribe, via email to members@waldenlocalmeat.com. If you would like us to remove your personal information from our database following your membership, you can also request that we do this via email to members@waldenlocalmeat.com.

Changes

We reserve the right to make changes to our Privacy Policy. Any changes to this policy will be posted here!