

Minnesota Aurora

Terms & Conditions

Minnesota Holdings, GBC, a Minnesota general benefit corporation, doing business as Minnesota Aurora (“**Minnesota Aurora**,” “**we**,” “**us**” and “**our**”) is pleased to make the website located at mnaurora.com available for your use and benefit. These Terms & Conditions (“**Terms & Conditions**”) are entered into by and between you and us and govern your use of the website on which these Terms & Conditions appear and other products, services and applications where Terms & Conditions are posted or referenced (collectively, the “**Site**”).

These Terms & Conditions apply to your access to and use of this Site and do not alter in any way the terms and conditions of any other agreement you may have with us, unless otherwise directed by Minnesota Aurora. If you breach any of these terms and conditions, your authorization to use this Site automatically terminates and you must immediately discontinue use of this Site.

1. Acceptance of these Terms & Conditions.

By using the Site, you accept these Terms & Conditions and agree to be bound by them. *By using the Site, you represent that you are capable of entering into a binding agreement, and that you agree to be bound by these Terms & Conditions.* Use of the Site is strictly voluntary. **IF YOU DO NOT AGREE TO THESE TERMS & CONDITIONS AND OUR PRIVACY POLICY, YOU MUST IMMEDIATELY LEAVE THE SITE AND MAY NOT USE THE SITE.**

To access and use certain services available through the Site, you may be required to register with Minnesota Aurora through a login/registration page and you must agree to be bound by any additional applicable terms contained there. Unless otherwise provided, the additional terms will control if there is a conflict between these Terms & Conditions and the additional terms.

2. Collection of Visitor Information on this Site

Any information collected at this Site and the purposes for which we may use this information are set forth in our Privacy Policy unless otherwise stated. The terms of our Privacy Policy are incorporated herein by this reference. Please carefully review the information contained in our Privacy Policy. By using this Site, you agree to waive and release us from any claim or liability in connection with the collection, use, or disclosure of information that is consistent with the terms of our Privacy Policy.

3. Changes to these Terms & Conditions.

We may revise these Terms & Conditions at any time without providing notice by posting a new version on this Site. Any use of this Site following the date on which changes to these Terms & Conditions or the Privacy Policy are published on this Site shall constitute your acceptance of all such changes. You expressly agree that we shall have no obligation to provide you with any notice of any changes, and you hereby expressly waive any right you may have to receive notice of any changes to these Terms & Conditions or the Privacy Policy.

4. Copyright, Trademark and Other Intellectual Property Rights

Except for User Content (as defined below), all images, illustrations, designs, product designs, graphics, icons, photographs, text, audio clips, video clips, and other materials and data that appear as part of the Site as well as the selection, arrangement and organization of the foregoing and the Site as a whole (collectively, "**Content**") are protected by one or more copyrights, trademarks, service marks, trade dress rights, and/or other intellectual property or proprietary rights owned by or licensed to us. Certain trademarks, service marks and trade names on the Site are our registered or unregistered trademarks, service marks and trade names and may not be used without our express permission. Other trademarks, service marks and trade names used on the Site are the property of their respective owners. All software used on this Site is owned by or licensed to us and is protected by U.S. and international copyright and other intellectual property laws.

Minnesota Aurora grants you permission to view and use the Content and software made available to you on the Site in connection with your own personal, noncommercial use of the Site. You may not reproduce, create derivative works from, distribute in any way, display or publicly perform any Content or software without our prior written permission. You agree to prevent any unauthorized copying of the Content or software. We reserve all rights not expressly granted herein.

References on this Site to the trademarks, service marks, trade names, products, company names or services of third parties are provided for your convenience and do not in any way constitute or imply an endorsement or recommendation of that third party or its products or services by us.

5. Accuracy

Information on this Site may contain typographical errors, inaccuracies, or omissions. We reserve the right, but have no obligation, to correct any errors, inaccuracies, or omissions and to change or update information at any time without notice to you. We do not warrant that any product, service, description, photograph, pricing or other information is accurate, complete, reliable, current or error-free. If a product is listed at an incorrect price, we have the right to refuse or cancel orders placed, regardless of whether the order has been confirmed or your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we will issue a credit to your credit card account.

6. Termination.

Your license to the Site and our obligations under these Terms & Conditions will automatically terminate if you fail to comply with any provision of these Terms & Conditions or if the reason you were granted access to the Site terminates. No notice will be required from us to effectuate such termination. Upon termination of these Terms & Conditions, all of your rights to use the Site shall terminate immediately and we may delete or remove your account and related data.

7. Restrictions.

You may not: (i) reproduce, modify, prepare derivative works based upon, translate, tamper with, distribute, sublicense, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Site except as expressly permitted by us; (ii) reverse engineer, disassemble, or decompile the Site or apply any other process or procedure to derive the source code of any software included in the Site; (iii) use the Site in a manner that interferes with other users' use of the Site; (iv) link to, mirror or frame any portion of the Site; or (v) attempt to gain unauthorized access to or impair any aspect of the Site or its related systems or networks.

8. Additional Prohibited Activities and Visitor Obligations

Without limiting any other provision in these Terms & Conditions, you agree not to do, or assist others to do, the following:

- violate any applicable law or regulation;
- upload, post, use, transmit, or otherwise make available, including by e-mail, (each, a "Post") any content or information that is false or inaccurate;
- Post any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or content that could otherwise be considered to be objectionable;
- Post any publicly available content that is subject to any disclosure restrictions;
- Post any materials, items, information or content that infringes or otherwise violates any patent, copyright, trademark, or any other intellectual property rights;
- Post any unsolicited or unauthorized advertising or promotional materials, including without limitation, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation;
- Post any material that contains software viruses or any other corrupt computer code, files or programs that impair the use of any computer software or hardware or telecommunications equipment;
- impersonate or use the identity of another person or organization, or falsely state or otherwise misrepresent your affiliation with a person or organization;
- engage in any activities or manipulate identifying material to misrepresent the origin of content;
- use the Site for any activity that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or information or content that could otherwise be considered to be objectionable;
- interfere with or otherwise limit the use of this Site by other users;
- collect, compile, or store personal information about other users of this Site;
- disrupt or interfere with the security of, operation of, or otherwise cause harm to, this website or the systems resources, accounts, usernames and passwords, servers, or networks connected to or accessible through this website or any affiliated or linked sites;
- modify, reverse engineer, disassemble, decompile, translate, create derivative works from, or otherwise alter the Site;
- use the Site in a manner that could cause us to violate any law, rule or regulation;

- use any robot, spider, scripts, other automatic device, or manual process to “screen scrape,” monitor, “mine,” or copy the web pages on the Site or the content contained therein without our prior, express, and written permission;
- or the Site for your own commercial purposes.

9. User Content; Monitoring Activity.

You agree that you are solely responsible for the Post of any content or information that you make available on or send through the Site (“**User Content**”). Although we have no obligation to screen, edit or monitor any of the User Content or user conduct on the Site, we reserve the right, and have absolute discretion, to remove, screen or edit any User Content and to monitor any user conduct on the Site at any time and for any reason without notice. By the Post of User Content to this Site or transmitting User Content through the Site, you represent and warrant that (a) the User Content is non-confidential; (b) you have all necessary rights to Post the User Content to the Site and to grant us the rights you grant in these Terms & Conditions; (c) the User Content is accurate and not misleading or harmful in any manner; (d) the User Content, and your use and the Post thereof in connection with the Site, does not and will not violate these Terms & Conditions or any applicable local, state, national or international statute, regulation, or law. You are solely responsible for creating backup copies and replacing any of your User Content at your sole cost and expense, and expressly acknowledge that we may delete or purge any User Content at any time and without any notice or obligation to anyone.

10. Reviews.

The Site may provide you with the opportunity to tell us and other users what you think about Minnesota Aurora products and services (“**Reviews**”). If you create and post a Review, you agree to state your opinions lawfully, honestly and in good faith and to reveal to others any conflict of interest or relationship that might influence your views (e.g., if someone is paying or giving you something for free to encourage you to comment, you agree to make appropriate disclosures). All Reviews are strictly the opinion of the user posting such reviews, and we do not endorse or approve any such reviews or have any responsibility or liability for the accuracy, appropriateness or content of such reviews. Reviews shall not in any respect whatsoever modify any of our warranties, disclaimers, limitations or obligations. You agree that you are solely responsible for your use of or reliance on any Reviews, and that your use of or reliance on the Reviews is at your own risk.

11. Web Chat.

We may provide functionality on the Site that allows you to chat with us via the Site (“**Web Chat**”). Your Web Chat on the Site shall not in any respect whatsoever modify any of our warranties, disclaimers, limitations or obligations. You bear full responsibility for all contents, phrases and entries submitted by you in connection with your use of Web Chat.

12. Your Account

If you have a user account on this Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You agree to maintain accurate, complete, and up-to-date information in your user account on the Site. You agree to accept responsibility for all activities that occur under your account or password. We reserve the right, without notice and in our sole discretion, to suspend or terminate your access to this Site and to refuse or restrict access or service, terminate accounts, and to remove or edit content on this Site. If we, in our sole reasonable determination, believe that you have violated any of these Terms & Conditions, we may suspend or terminate your account.

13. Sweepstakes or Contests

We may from time to time conduct contests or sweepstakes. When you are invited to participate in those contests or sweepstakes, there may be separate terms that will govern your participation and our use of your entry and entry information. You should not participate in any of our contests or sweepstakes without first reviewing the rules of entry as well as our Privacy Policy. If the contest or sweepstakes has a co-sponsor, you should also review the Privacy Policy of the co-sponsor before you choose to enter.

14. Payment

We may use a third party to manage or process payments made by you on the Site. You authorize us and any payment processing service provider we may engage to charge your credit card, or to debit or process payment through any other offered means, for any products or services you purchase through your use of this Site. You shall be responsible for any and all uses of your credit card, debit card, or any other payment means used in or under your name or account. Unless otherwise specified, any amounts paid to us are nonrefundable. We may from time to time revise the pricing for products and services offered through the Site.

15. Product Orders

The prices displayed on this Site are quoted in U.S. Dollars and are valid and effective only within the United States, and such prices do not include shipping and handling charges, or taxes, if applicable, which will be added to your total order price. You are responsible for the payment of any shipping and handling charges and state and local sales or use taxes that may apply to your order.

16. Risk of Loss

For orders where you specify delivery, risk of loss and title for any items purchased from this Site pass to you upon delivery of the item to your shipment address.

17. Changes to Orders

We typically start processing orders on this Site immediately after the order is placed. In most cases additions to orders will be placed as a separate order and changes cannot be made once the order is placed.

18. Acceptance of Orders

The receipt of an order confirmation does not guarantee the acceptance of an order, nor does it constitute confirmation of our offer to sell. We reserve the right at any time to limit the quantity of items ordered and/or refuse to sell to any customer.

19. Refund Policy

Product purchases you make from <shops.mnaurora.com> are subject to our [Refund Policy](#). While we hope you are satisfied with your order, if you need to return a product or an entire order you have 30-days from the date of purchase to make a return. We do not accept exchanges, however you can place an order for the desired product at any time and your return will be credited to your credit card as soon as the return is processed. No refunds are provided for on-sale items or gift cards.

20. Disclaimer of Warranties and Limitation of Liability.

THIS SITE, INCLUDING WITHOUT LIMITATION ALL CONTENT, MATERIALS, PRODUCTS, AND SERVICES AVAILABLE THROUGH THIS SITE, ARE PROVIDED ON AN “AS IS, WITH ALL DEFECTS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, ACCURACY OF INFORMATIONAL CONTENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. FURTHER, WE MAKE NO REPRESENTATION OR WARRANTY THAT THIS SITE IS APPLICABLE OR APPROPRIATE FOR USE IN LOCATIONS OUTSIDE OF THE UNITED STATES.

NOTHING IN THESE TERMS & CONDITIONS OR IN ANY ORAL OR WRITTEN DESCRIPTION OF THIS SITE WILL CONSTITUTE A REPRESENTATION OR WARRANTY WITH RESPECT TO THIS SITE.

YOU ACKNOWLEDGE, BY YOUR USE OF THIS SITE, THAT SUCH USE IS AT YOUR SOLE RISK.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE, OR ANY OF OUR AFFILIATES, MEMBERS, OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, OR THE INABILITY TO USE, THE SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

Certain state laws do not allow the exclusion of or limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights. In these states, our liability shall be limited to the extent permitted by law.

Under no circumstances whatsoever shall our or any of our licensees' liability resulting from or relating to your use of this Site exceed Five United States Dollars (USD \$5.00).

21. Indemnification

You agree to indemnify, defend and hold us and our affiliates, members, officers, directors, employees and agents and our and their respective successors and assigns harmless from and against any claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) that we or they incur or suffer which relate to or arise out of any third party claim concerning your use of the Site, your failure to perform any of your obligations under these Terms & Conditions, or your breach of any of your representations or warranties made under these Terms & Conditions.

22. Links to Other Web Sites

The Site may contain links to other websites. Additionally, other websites may contain links to this Site. We do not review or monitor the websites linked to this Site and we are not responsible for the content or policies of any other websites. Any link established by us does not constitute an endorsement of the other websites or create a relationship between us and the operators of other websites. We disclaim any liability with respect to your use of any other website, and you release us from any liability related to your use of any link to another website or your use of any other website. Where this Site contains a link to another website owned and/or operated by us, such website use may be subject to different and additional terms of use and privacy policy terms and conditions.

23. Third Party Providers of Functionality.

We may have functionality in the Site that is provided, in whole or in part, by a third-party service provider. You can usually identify such third-party functionality by the use of a trademark not owned by us on or near the functionality. For such third-party functionality, you will need to review the terms of use and privacy policy for that third party, which in some cases may require you to visit that party's website and locate the terms of use and privacy policy. Your review should include determining whether such terms and policy are acceptable to you. If they are not, do not use the associated functionality on the Site.

24. Continued Operation, Accessibility, and Maintenance of this Site

We may modify, change, suspend, terminate or discontinue the operation of this Site or the provision of any goods or services without notice and we reserve the right to refuse service to anyone at any time, with or without cause.

25. Submissions

Any and all questions, comments, suggestions, and similar materials or information that you send or submit to us on this Site, by a Post or otherwise (collectively, "**Submissions**"), shall become our property; and you hereby transfer, sell, and assign to us all of your right, title, and interest in and to any such Submissions, including without limitation, any and all related patent, copyright, trademark, and other intellectual property rights. We have no obligation of any kind whatsoever to maintain any confidentiality with respect to any such Submissions. We shall be free to use them for any purpose whatsoever without providing you notice or receiving your consent, and without restriction or compensation.

26. Aggregated Data

You hereby grant us and our providers a non-exclusive, perpetual, irrevocable, fully-paid-up, royalty free license to use data derived from your use of the Site (the "Aggregated Data") for our business purposes and the business purposes of our providers. Aggregated Data does not include (directly or by inference) any information identifying you or your household or any other identifiable individual or household. You further grant us and our providers the right to (i) use the Aggregated Data in any aggregate or statistical products or reports, (ii) disclose Aggregated Data in a summary report that does not show, display or indicate customer specific or customer identifying information, and (iii) use the Aggregated Data (without personally identifiable information) to compare with other organizations within the same industry or group.

27. General Provisions

English has been used in the preparation of these Terms & Conditions, and English shall be the controlling language with respect to these Terms & Conditions and their interpretation. Any and all communications relating to the Site must be in the English language.

Any failure by us to enforce any provision of these Terms & Conditions shall not be construed as a waiver of any provision or the right to enforce same.

These Terms & Conditions shall be governed by the laws of the State of Minnesota without giving effect to any principles or conflicts of laws. For the purpose of resolving conflicts relating to or arising out of these Terms & Conditions, or arising out of any other dispute or claim associated with us, you irrevocably and unconditionally: (i) consent to submit to the exclusive jurisdiction of the state and federal courts in Ramsey County, Minnesota (the “**Minnesota Courts**”) for any litigation or dispute arising out of or relating to these Terms & Conditions; (ii) agree not to commence any litigation arising out of or relating to these Terms & Conditions except in the Minnesota Courts; (iii) agree not to plead or claim that such litigation brought therein has been brought in an inconvenient forum; (iv) agree that any and all disputes, claims, and causes of action arising out of or relating to these Terms & Conditions shall be resolved individually, without resort to any form of class action or other consolidation or joining of claims of other parties who may have similar claims; and (v) agree the Minnesota courts represent the exclusive jurisdiction for all disputes relating to these Terms & Conditions.

If any portion of these Terms & Conditions is held to be invalid, such holding shall not invalidate the other provisions of these Terms & Conditions.

Use of this Site is unauthorized in any jurisdiction that does not give full effect to all provisions of these Terms & Conditions, including without limitation this paragraph and the warranty disclaimers and liability exclusions above. Use of this Site is unauthorized in any jurisdiction where all or any portion of this Site may violate any legal requirements and you agree not to access this Site in any such jurisdiction.

You are responsible for compliance with applicable laws.

28. Contact

For questions or comments related to this Site or these Terms & Conditions, please use the [Contact Us](#) feature on the Site or email us at hello@mnaurora.com.

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