

## **TERMS OF USE**

*Last updated: March 23, 2021*

### **1. OVERVIEW**

These Terms of Use (also referred to as the "Agreement") are the terms and conditions of a legal contract agreement between you and Dansons Corp. dba Pit Boss Grills ("Dansons", "we," "us," and "our"). By accessing, browsing and/or using this website ("Site"), You acknowledge that You have read, understood, and agree to be bound, by this Agreement, and that You will comply with all applicable U.S., foreign and international laws and regulations, including but not limited U.S. export and re-export control laws and regulations and U.S. and international Copyright laws. If you do not agree to the terms and conditions of this Agreement, you are prohibited from using the Site and must immediately cease Accessing and using the Site.

Dansons may modify this Agreement at any time, and such modifications shall be effective immediately upon either posting of the modified agreement or notifying you. You agree to review the Agreement periodically to be aware of such modifications and your continued Access or Use of the services shall be deemed your conclusive acceptance of the modified agreement and all terms and conditions therein.

This Site is not targeted towards, nor intended for use by, anyone under the age of 18. By using the Site, you represent and warrant that you are 18 years of age or older. If you are not at least 18 years of age, do not access, use or register for an account on the Site. In addition, you may not make a purchase from the Site unless you are at least 18 years of age. You also represent and warrant that you (a) have not previously been suspended or removed from the Site; and (b) that you have full power and authority to agree to all terms and conditions of this Agreement, and in doing so will not violate any other agreement to which you are a party.

This Site is controlled and operated by Dansons from its offices within the United States. Dansons makes no representation that materials in the Site are appropriate or available for use in other locations, and access to them from territories where their contents are illegal is prohibited. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with applicable local laws.

### **2. DEFINITIONS**

"Access" or "Accessing" means accessing, using, viewing the content or otherwise obtaining information on, the Site.

"Agreement" or "Terms" refers to these Terms of Use and any subsequent modifications.

"User" refers to any person or entity that Accesses the Site. If You are Accessing the Site as an employee or agent of another, "User" refers to You and Your employer or principal.

"You" or "Your" refers to the User. If You are Accessing the Site as an employee or agent of another, "You" or "Your" refers to the User and the User's employer or principal.

### **3. MODIFICATIONS OF TERMS**

Dansons reserves the right, at any time and without prior notice, to modify, alter or update the terms and conditions of this Agreement. Modifications shall become effective immediately upon being posted at the Site. Except as provided for in this paragraph, this Agreement may not be modified or amended.

#### **4. USE LICENSE**

4.1 Dansons grants to the User a limited, non-exclusive, non-sublicensable, non-transferable and revocable license to Access the Site subject to the terms and conditions in this Agreement. You may temporarily download one copy of the materials on the Site for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title or ownership.

4.2 Access and Use of this Site is subject to all applicable international, federal, state and local laws and regulations. Copyright laws protect all information and content in this site. Unless expressly permitted, Users of the Site are prohibited from modifying, copying, displaying, distributing or transmitting, selling, licensing, or creating derivative works from any content in this Site.

4.3 User expressly agrees to refrain from doing, either personally or through an agent, any of the "Prohibited Conduct" listed below. Dansons reserves the right to monitor use of the Site and reserves the right to revoke or deny Access to the Site or Service to any person or entity whose use of the Site or Service indicates Prohibited Conduct. Access of the materials available at the Site beyond that of normal patterns of use that suggests systematic copying of the materials constitutes abuse of the Site or Service and will result in revocation or denial of Access to the Site and Service. The terms "normal patterns" and "abuse" shall be solely determined by Dansons. The following are nonlimiting examples of Prohibited Conduct:

- Transmit, install, upload or otherwise transfer any virus, advertisement, communication, or other item or process to the Site that in any way affects the use, enjoyment or service of the Site or adversely affects Dansons' computers, servers or databases.
- Capture, download, save, upload, print or otherwise retain information and content available on the Site other than what is expressly allowed by these Terms.
- Copy, modify, reverse engineer, disassemble, decompile, redistribute, republish, alter, create derivative works from, assign, license, transfer or adapt any of the software, information, text, graphics, source code or HTML code, or other content available on the Site.
- Remove or modify any copyright, trademark, legal notices, or other proprietary notations from the content available on the Site.
- Transfer the Site content to another person, "frame," "mirror," "in-line link," or employ similar navigational technology to the Site content, or "deep link" to the Site content.
- Violate or attempt to violate Dansons' security mechanisms, access any data or server You are not authorized to access, or otherwise breach the security of the Site or corrupt the Site in any way.
- Engage in any other conduct which violates the Copyright Act or other laws of the United States or other countries, including any U.S., foreign or international software or technology export laws and regulations, including without limitation the U.S. Export Administration Regulations.

- Use any device (such as a “web crawler” or other automatic retrieval mechanism) or other means to harvest information about other Users, the Site or Dansons.
- Use the Site to violate a third party’s intellectual property, personality, publicity or confidentiality rights; upload, download, display, publish, perform, create derivative works from, transmit, or otherwise distribute information or content in violation of a third party’s intellectual property rights.
- Misrepresent Your identity or personal information when Accessing the Site, or forge any TCP/IP packet header or any part of the header information in any e-mail so that the e-mail appears to be generated by Dansons, Pit Boss Grills, or any other entity or person.
- Post obscene, harassing, defamatory, filthy, violent, pornographic, abusive, threatening, objectionable or illegal material on the Site, or post a communication that advocates or encourages criminal conduct or conduct that may give rise to civil liability.

4.4 The license granted pursuant to this Agreement:

- (a) Shall immediately and automatically terminate without notice if you violate or attempt to violate this Agreement; and
- (b) May be terminated by Dansons at any time and without notice for any reason or no reason.

**5. WARRANTIES AND LIMITATIONS OF LIABILITY**

5.1 All information and materials on the Site are provided "as is", and Dansons makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, Dansons does not warrant or make any representations concerning the accuracy, completeness, likely results, or reliability of the use of the materials on its Site or otherwise relating to such materials or on any sites linked to this site. Dansons may make changes to the materials contained on the Site at any time without notice. Dansons does not, however, make any commitment to update the materials.

5.2 In no event shall Dansons or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on the Site, even if Dansons or its authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental da these limitations may not apply to you.

**6. PRODUCT WARRANTIES AND LIMITATIONS OF LIABILITY**

Except as expressly set forth in this Site regarding specific products, Dansons makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights regarding any products displayed, offered or sold on this Site. In no event shall Dansons or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising

out of the purchase, use, or inability any products displayed, offered or sold on this Site, even if Dansons or its authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to You.

## **7. DIRECT OR INDIRECT LINKS TO OTHER SITES**

The inclusion of any link does not imply endorsement by Dansons of any linked site, including but not limited to shopify.com. Use of any such linked sites is at the User's own risk. Because third-party sites are owned and operated independently, Dansons is not responsible or liable for the practices, actions or policies of these third-party sites even if the Dansons' Site contains a link to the third-party site(s). Any time you elect to leave our Site to visit a third-party site, Dansons is not responsible or otherwise liable for any issues or damage that you may incur, and you are solely responsible for complying with the terms and conditions of the third-party site(s).

## **8. SOCIAL MEDIA; IDEA SUBMISSIONS.**

Dansons maintains and interacts with various Social Media sites, including but not limited to Instagram, Facebook and Twitter. These social media sites include but are not limited to various blogs, bulletin boards, networks, multi-media and news media sites or other user generated content sites ("Dansons Social Media Sites"). By accessing, viewing and/or posting any content to any Dansons Social Media Site on the internet, you accept, without limitation or qualification, the complete terms of use for those sites. Dansons does not and cannot review all communications and materials posted or uploaded to the Site and/or the Dansons Social Media Sites, and Dansons is not responsible for the comments and postings therein and reserves the right to monitor, prohibit, restrict, block, suspend, terminate, delete, or discontinue your access to any Dansons Social Media Site, at any time, without notice and for any reason and in its sole discretion.

You agree to grant to Dansons a non-exclusive, worldwide, royalty-free, perpetual license, with the right to sublicense, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any materials and other information (including, without limitation, ideas contained therein for new or improved products or services) you submit to or via Dansons Social Media Sites or to or via public areas of the Site (such as bulletin boards, forums and chat rooms) by all means and in any media now known or hereafter developed. You agree that you shall have no recourse against Dansons for any alleged or actual infringement or misappropriation of any proprietary right in your communication to us.

## **9. CALIFORNIA PROPOSITION 65 PRODUCT WARNINGS**

In addition to any product warning provided regarding a product or products displayed, offered or sold on the Site, you are hereby advised as follows:

Wood Pellets: WARNING: Use of this product can expose you to substances and chemicals including wood dust, which is known to the State of California to cause cancer, and carbon monoxide, which is known to the State of California to cause birth defects or other reproductive harm. For more information, go to: [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

Wood Dust: WARNING: This product contains wood dust, a substance known in the State of California to cause cancer. In addition, combustion of wood pellets, like wood products, result in the emission of

carbon monoxide, soot and other combustion by-products which are known by the State of California to cause cancer, birth defects, or other reproductive harm. Use a dust mask or other safeguards to avoid inhaling wood dust or wood combustion by-products. For more information, go to: [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

Wood Chips: WARNING: Using this product can expose you to chemicals including soot, which is known to the State of California to cause cancer, and carbon monoxide, which is known to the State of California to cause birth defects or other reproductive harm. For more information go to: [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

Charcoal: WARNING: Combustion of charcoal can expose you to chemicals including soot, which is known to the State of California to cause cancer, and carbon monoxide, which is known to the State of California to cause birth defects or other reproductive harm. For more information go to: [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

Propane Gas: WARNING: Combustion of propane gas can expose you to chemicals including formaldehyde, which is known to the State of California to cause cancer, and carbon monoxide, which is known to the State of California to cause birth defects or other reproductive harm. For more information go to: [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

#### **10. NOTICE OF COPYRIGHT INFRINGEMENT**

If you are a copyright owner or an agent thereof and believe that any content on this Site infringes upon your copyrights, you may notify Dansons by providing the following information in writing:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed;

Identification of the location where the original or an authorized copy of the copyrighted work exists;

Identification of the material that is claimed to be infringing and a description of the infringing activity and information reasonably sufficient to permit Dansons to locate the same;

Information reasonably sufficient to permit Dansons to contact you, such as an address, telephone number, and, if available, an email address;

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed.

Our agent for notice of claims of copyright infringement can be reached as follows:

Dansons Corp.  
8877 N. Gainey Center Drive  
Scottsdale, AZ 85258  
Legal Compliance / Data Protection Officer

TEL: \_\_\_\_\_  
Email: \_\_\_\_\_

**11. INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Dansons, its officers, directors, employees, agents, licensors, suppliers, licensors, subsidiaries, successors, assigns and affiliates (collectively the "Indemnified Parties") harmless from and against any claim or demand and all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement or any activity related to your Use of the Site (including but not limited to negligent or wrongful conduct or violation of any intellectual property right of any person or entity).

**12. DISPUTE RESOLUTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, U.S.A.

You agree that any claim, dispute or controversy (whether in contract, tort, or otherwise, whether pre-existing, present or future, and including statutory, common law, intentional tort and equitable claims) ("Dispute") against Dansons, its officers, directors, employees, agents, licensors, suppliers, successors, assigns or affiliates (collectively for purposes of this paragraph, "Danson Corp.") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), Danson Corp.'s advertising, any related purchase, including the validity of this arbitration clause, unless resolved in writing by negotiation or mediation, shall be resolved exclusively and finally by binding arbitration before a single arbitrator in Phoenix, Arizona U.S.A., in accordance with the then-prevailing Commercial Arbitration Rules of the American Arbitration Association ("AAA"). No party may commence arbitration with respect to any Dispute unless that party has pursued negotiation and, if requested, mediation, provided, however, that no party shall be obligated to continue to participate in negotiation or mediation if the parties have not resolved the Dispute in writing within sixty (60) business days after a notice of dispute was provided to any party or such longer period as may be agreed by the parties in writing. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. Notwithstanding any contrary rules promulgated by the AAA, the following shall apply to all Arbitration actions:

The Federal Rules of Evidence shall apply in all cases;

The parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;

The parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;

The arbitration shall occur within one hundred-twenty (120) days from the date on which the arbitrator is appointed, and shall last no more than five (5) business days;

The parties shall be allotted equal time to present their respective cases, including cross-examinations.

The arbitrator shall not have the power to alter, modify, amend, add to or subtract from any provision of the Policy, or to rule upon or grant any extension, renewal or continuance of the Policy. Moreover, the arbitrator shall not have the power to award special, incidental, indirect, punitive, exemplary, or consequential damages of any kind or nature, however caused.

All communications, whether verbal, written or electronic, in any negotiation, mediation or arbitration action shall be treated as confidential and those made in the course of negotiation or mediation, including any offer, promise or other statement, whether made by any of the parties, their agents, employees, experts, or attorneys, or by the mediator or any AAA employee or contractor, shall also be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and shall be inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in negotiation or mediation.

The costs of negotiation, mediation, and arbitration, including fees and expenses of any mediator, arbitrator, the American Arbitration Association, or other persons independent of all parties acting with the consent of the parties to facilitate settlement, shall be shared in equal measure by the User of the Site, on the one hand, and Dansons and any Related Parties involved, on the other. The parties shall bear their own legal fees and expenses of negotiation, mediation and arbitration.

Although the Agreement is made and entered into between a User of the Site and the Dansons, Dansons' affiliates, owners, members, managers and employees ("Related Parties") are intended third-party beneficiaries of the Agreement, including this agreement to negotiate, mediate and arbitrate. The parties acknowledge that nothing in these policies is intended to create any involvement by, responsibility of, or liability of the Related Parties with respect to any dealings between a User of the Site and Dansons, and the parties further acknowledge that no provision of the Agreement shall be argued by any party to constitute any waiver by the Related Parties of any defense which the Related Parties may otherwise have concerning whether they can properly be made a party to any dispute between a User of the Site and Dansons.

Any party may seek specific performance of this Section, and any party may seek to compel each other party to comply with the provisions of this Section by petition to a court of competent jurisdiction in the State of Arizona. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction in the State of Arizona, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending. The prevailing party in any proceeding enforcing the provisions of this Section shall be entitled to recover from the other party the reasonable attorneys' fees and costs incurred by the petitioning party in obtaining the requested relief. If any portion of this Section is held to be unenforceable for any reason, the remainder shall remain in full force and effect.

Nothing in this Section shall preclude any party from seeking interim or provisional relief concerning the Dispute, including a temporary restraining order, a temporary or preliminary injunction, or an order of attachment, either prior to or during negotiation, mediation or arbitration.

### **13. CLASS ACTION WAIVER**

You understand and agree that You will waive your right to have an dispute or claim brought, heard or arbitrated as a class action, collective action or representative action (the "Class Action Waiver"). Notwithstanding any other clause contained in this Agreement or the rules of the American Arbitration Association, any claim that all or part of this Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable must be determined only by a court of competent jurisdiction and may not be determined by an arbitrator.

#### **14. MISCELLANEOUS PROVISIONS**

**14.1 Period of Limitation.** Should you bring a claim against Dansons for any alleged act or omission of Dansons relating to or arising from this Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against Dansons for such act or omission. You hereby relinquish and waive all claims permissible by any other applicable statutes of limitation.

**14.2 Waiver.** The failure of Dansons to partially or fully exercise any rights or remedies that may be available to it, or the waiver of the Dansons of any breach of this Agreement by You shall not prevent a subsequent exercise of such rights by Dansons and shall not be deemed a waiver by Dansons of any subsequent breach by You of the same or any other provision of this Agreement. Dansons rights and remedies under this Agreement and any other applicable agreement between you and Dansons shall be cumulative, and the exercise of any such right or remedy shall not limit Dansons' ability to exercise a different or additional right or remedy.

**14.3 Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to this subject matter and Your use of the Site. There are no verbal or written collateral representations, agreements or understandings relevant to this subject matter except as specifically set forth in this Agreement.

**14.4 Survival.** If any provision of this Agreement in its current form or as may be amended is found to be invalid or unenforceable for any reason, only the invalid portion of the provision shall be severed and the remaining terms, conditions and provisions of the Agreement shall remain in full force and effect. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

**14.5 Survivability.** The provisions of paragraphs 4.3 (Prohibited Conduct), 5 (Warranties, Limitation of Liability), 6 (Product Warranties and Limitation of Liability), 7 (Links to other Sites), 8 (Social Media; Idea Submission), 9 (Calif. Prop. 65 Product Warnings), 10 (Copyright Infringement Notice), 11 (Indemnification), 12 (Dispute Resolution), 13 (Class Action Waiver) and 14 (Misc.) shall survive termination or expiration, if any, of this Agreement.