

WEBSITE TERMS OF USE

Last Updated: May 16, 2022.

Welcome to the <https://mygoodfeet.com> website (the “**Site**”). The Site is owned and operated by GF Oregon Inc., dba Good Feet. These Terms of Use (these “**Terms**”) apply to your access to and use of the Site. In these Terms, GF Oregon Inc., dba Good Feet, is referred to as “**Good Feet**,” “**us**,” “**our**,” and/or “**we**.”

PLEASE READ THESE TERMS BEFORE YOU USE THE SITE.

By clicking the “**ACCEPT**” box, you, on behalf of yourself and any entity you represent, if applicable, acknowledge that you (i) have read, understand, and agree to be bound by these Terms; (ii) have read, understand, and consent to our information practices described in our Privacy Statement; and (iii) acknowledge and agree that these Terms are supported by reasonable and valuable consideration (which consideration includes your use of the Site). If acting on behalf of an entity, you must have, and you hereby represent and warrant that you have full authority to bind such entity to these Terms, and that such entity agrees to be responsible to us for any violation of these Terms by you. If you do not have such authority, do not use the Site.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK THE “ACCEPT” BOX AND YOU WILL HAVE NO LICENSE TO, AND MUST NOT ACCESS OR USE, THE SITE.

1. Modification of Terms. We reserve the right to revise these Terms at any time. We will post any revised Terms here and provide a “Last Updated” date at the top of these Terms. In some cases, we may, in our discretion, provide you with additional notice (such as by adding a statement to the homepage of our Site). Your use of the Site following such revision constitutes your acceptance of and agreement to these Terms, as revised, and the revisions will apply to your use of the Site on and after the date on which we post the revised Terms. We reserve the right to remove any content from the Site; to modify, suspend, or discontinue the Site or any portion of the Site; and/or to deny the access of any user or users to all or any part of the Site.

2. Ability to Agree to Terms; Intended Users. The Site is intended for adults only. By accessing, providing information through, or otherwise using the Site, you affirm (i) that you are at least eighteen (18) years old, or that you are between the age of thirteen (13) and seventeen (17) and possess legal parental or guardian consent to use the Site and provide information through the Site; and (ii) that you have authority to agree to this Privacy Statement and are competent and capable of understanding and complying with this Privacy Statement.

3. User Permissions; License Grant. We hereby grant you a non-transferable, non-assignable, non-sublicensable, non-exclusive, revocable, and limited license to access and use the Site for your informational and non-commercial purposes only, provided that you comply with these Terms. Any use of the Site and/or the content, information, and/or materials contained on the Site other than as specifically authorized in these Terms, without the prior written permission of Good Feet, is strictly prohibited and will result in the immediate and automatic termination of the license granted to you in these Terms. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws. Except as explicitly stated, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by implication, estoppel, or otherwise.

4. Accuracy of Site. We attempt to ensure that information on the Site is complete, accurate, and current. Despite our efforts, the information on the Site may occasionally be inaccurate, incomplete, or out of date. We make no representation as to the completeness, accuracy, or timeliness of any information on the Site.

5. Prohibited Uses. You acknowledge and agree that you shall NOT at any time, directly or indirectly:

(a) Reproduce, modify, adapt, translate into any other language, create derivative works based on, reverse engineer (except to the extent this restriction is prohibited by law), decompile, disassemble, rent, lease, loan, sell, offer to sell, otherwise make commercial use of, republish, transmit, display, perform, distribute, or otherwise transfer all or any part of the Site or any content, information, or materials contained on the Site.

(b) Use the Site for any fraudulent or unlawful purpose.

(c) Use the Site to violate the legal rights of others or harvest or collect information about other Site users.

(d) Use any data mining, robots, or similar data gathering or extraction methods.

(e) Impersonate any person or entity, create a false identity, falsely state or otherwise misrepresent your affiliation with any person or entity, or otherwise mislead as to the origin of any information you submit.

(f) Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, policies, or regulations of our networks.

(g) Transmit or otherwise make available in connection with the Site any virus, worm, spyware, or other computer code, file, or application that may be harmful or invasive or may be or is actually intended to damage or overtake the operation of, or to monitor the usage of, any hardware, software, or equipment.

(h) Restrict or inhibit any other person from using the Site.

(i) Remove any copyright, trademark, or other intellectual property rights notice from the Site or content, information, or materials contained on the Site.

(j) Frame or mirror any part of the Site without obtaining our prior written consent.

(k) Create a database by downloading and saving content from the Site.

(l) Obtain or attempt to obtain any Site content, material, or information through any means not intentionally made available to you. You may not attempt to defeat any security measures that we take to protect the Site.

(m) Use any manual or automatic site search/retrieval computer hardware or application to retrieve or in any way gather Site content or reproduce or circumvent the structure or presentation of the Site without our prior written consent. Operators of search engines are hereby granted a limited permission to use retrieval applications to reproduce materials from the Site for the purpose of and only to the extent necessary for creating publicly available searchable indices of content on the Site and only in connection with each operator's public online search service. We reserve the right to revoke this permission in whole or in part.

(n) Otherwise use the Site or content, information, and/or materials contained on the Site other than as expressly permitted in these Terms (unless Good Feet grants you such rights in a separate written and signed agreement).

You acknowledge and agree that the unauthorized use of the Site and/or content, information, and/or materials contained on the Site could cause irreparable harm to us and that in the event of an unauthorized use, we will be entitled to any and all remedies available at law or in equity, including, without limitation, injunctive relief, without the necessity of proving damages or posting a bond or other security.

6. Intellectual Property Rights.

We and our respective licensors and suppliers exclusively own all rights, titles, and interests in and to the content, information, and materials contained in the Site; the selection, arrangement, and presentation of all such content, information, and materials (including information in the public domain); the overall design, “look and feel,” color combinations, and other graphical elements of the Site; and all copyrights, trademark rights, and other intellectual property and proprietary rights in and to the foregoing.

You acknowledge and agree that the Site is provided under license, and not sold, to you. The Site design and all text, graphics, information, content, and other material displayed on or that can be downloaded from this Site are either the property of, or used with permission by Good Feet, and are protected by copyright, trademark, and other laws, and may not be used except as permitted in these Terms. You do not acquire any ownership interest in or to the Site or its content, or any other rights in or to the Site or its content, other than the right to use the Site in accordance with the license expressly granted in these Terms, which license is subject to all terms, conditions, and restrictions of these Terms. For the avoidance of doubt, Good Feet and its licensors and suppliers reserve and shall retain all of their rights, titles, and interests in and to the Site and its content, and all intellectual property rights arising out of or relating to the Site and its content, subject only to the non-exclusive license expressly granted to you in these Terms. Any unauthorized use of the Site and contents thereof may violate copyright laws, trademark laws, laws of privacy and publicity, and/or other laws and regulations.

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Other trademarks, trade names, logos, and service marks used or displayed on this Website are the registered and unregistered trademarks, trade names, logos, and service marks of their respective owners. Nothing contained on this Website grants or should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademarks, trade names, service marks, or logos displayed on the Site without our prior written permission or the prior written permission of such third party owner. Reference to any product, service, or other information by trade name, trademark, service mark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by or affiliation with Good Feet.

7. Links; Third-Party Products and Services. The Site may provide links to other websites, online resources, products, and services that we do not own, provide, operate, or control. We are not responsible for and do not endorse such external websites, resources, products, or services. If you click on the links, you will leave this Site and be subject to the terms of use and privacy policies of the linked websites, and you will be providing your information to the owners and operators of the linked websites. **YOUR USE OF THIRD-PARTY WEBSITES, RESOURCES, PRODUCTS, AND SERVICES IS AT YOUR OWN RISK.** Good Feet is not responsible or liable for any loss or damage of any sort incurred as the result of the presence of such third-party links or information on the Site or your use of any such third-party websites, resources, products, or services.

8. Privacy. For information on how we collect, use, and store information collected through your use of the Site, view our Privacy Statement [here](#). Your acceptance of these Terms and use of the Site constitutes your acknowledgment of and agreement to our Privacy Statement, and you acknowledge that you have read and understand our Privacy Statement. The Privacy Statement is incorporated into and made a part of these Terms by this reference.

9. Security. While we try to maintain the security of the Site, we do not guarantee that the Site will be secure or that any use of the Site will be uninterrupted. Additionally, third parties may make unauthorized alterations to the Site. If you become aware of any unauthorized third party alterations to or use of the Site or any other breach of security, contact us at privacypolicy@goodfeetnw.com. Additional information regarding the security of your information is included in our Privacy Statement.

10. LIMITATIONS OF LIABILITY AND DISCLAIMERS.

THE SITE AND ALL CONTENT, INFORMATION, AND MATERIALS CONTAINED ON THE SITE ARE PROVIDED TO YOU “AS IS” AND “AS AVAILABLE,” WITHOUT ANY EXPRESS REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND WE DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL EXPRESS, IMPLIED, AND STATUTORY REPRESENTATIONS, WARRANTIES, AND TERMS AND CONDITIONS WITH RESPECT TO THE SITE AND ALL CONTENT, INFORMATION, AND MATERIALS CONTAINED ON THE SITE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL EXPRESS, IMPLIED, AND STATUTORY REPRESENTATIONS AND WARRANTIES OF SATISFACTORY QUALITY, SUITABILITY, TIMELINESS, RELIABILITY, SECURITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE. WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SITE WILL BE ACCURATE, COMPLETE, OR ERROR-FREE, NOR THAT ANY PARTICULAR SOFTWARE OR HARDWARE WILL BE COMPATIBLE WITH THE SITE OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE MAKE NO REPRESENTATION OR WARRANTY THAT COMMUNICATIONS THROUGH THE SITE WILL BE SECURE AND NOT INTERCEPTED. IF YOUR USE OF THE SITE OR THE CONTENT, INFORMATION, AND/OR MATERIAL CONTAINED ON THE SITE RESULTS IN YOUR NEED TO SERVICE OR REPLACE ANY PROPERTY, MATERIAL, EQUIPMENT, DATA, OR OTHER

ITEM, THEN WE WILL NOT BE LIABLE FOR THOSE COSTS. YOU AGREE THAT YOU MUST EVALUATE, AND THAT YOU BEAR ALL RISKS ASSOCIATED WITH, THE USE OF THE SITE, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY CONTENT, INFORMATION, OR MATERIALS MADE AVAILABLE THROUGH THE SITE.

WITHOUT LIMITING THE FOREGOING PARAGRAPH, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR ENHANCED DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION THAT YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SITE, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES) ARISING OUT OF (i) YOUR USE OF OR INABILITY TO USE THE SITE; AND/OR (ii) ANY CONTENT, INFORMATION, OR MATERIALS OBTAINED ON OR THROUGH THE SITE OR YOUR RELIANCE ON ANY SUCH CONTENT, INFORMATION, OR MATERIALS, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE.

THE DISCLAIMERS AND LIMITATIONS CONTAINED IN THIS “LIMITATIONS OF LIABILITY AND DISCLAIMERS” SECTION OF THESE TERMS ARE A MATERIAL PART OF OUR AGREEMENT. It is possible that applicable law may not allow for limitations on certain implied warranties or exclusions or limitations of certain damages. Solely to the extent that such law applies to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have additional rights. However, in all circumstances, our maximum aggregate liability for all damages, losses, and claims, whether in contract, tort (including, without limitation, negligence), or otherwise shall be USD 50.00. Notwithstanding the foregoing sentence, if applicable law prohibits the limitation or exclusion of a party’s liability with respect to death or personal injury caused by such party’s negligence, fraud, or any other matter, then such party’s liability will not be limited or excluded to the extent of such prohibition under such applicable law.

NO STATEMENTS, WHETHER ORAL OR WRITTEN, MADE BY ANY DIRECTOR, OFFICER, MEMBER, PARTNER, EMPLOYEE, OR AGENT OF GOOD FEET OR MADE ON THE SITE MAY BE DEEMED AS A REPRESENTATION OR WARRANTY ON BEHALF OF GOOD FEET IN CONTRADICTION TO ANY PROVISION OF THESE TERMS.

You expressly waive California Civil Code Section 1542 (and any similar laws in other jurisdictions), which states: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

11. INDEMNIFICATION BY YOU. EXCEPT TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW, YOU AGREE TO INDEMNIFY AND HOLD GOOD FEET AND OUR SUCCESSORS AND ASSIGNS (AND OUR AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, PARTNERS, EMPLOYEES, AND AGENTS) HARMLESS FOR, FROM, AND AGAINST ALL CLAIMS, DAMAGES, LIABILITIES, LOSSES, JUDGMENTS, DEMANDS, AWARDS, AND COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING OUT OF (A) YOUR USE OF, OR ACTIVITIES IN CONNECTION WITH, THE SITE OR CONTENT, INFORMATION, OR MATERIALS CONTAINED ON THE SITE; (B) YOUR INFRINGEMENT, MISAPPROPRIATION, OR OTHER VIOLATION OF RIGHTS OF ANY THIRD PARTY THROUGH YOUR USE OF THE SITE OR CONTENT, INFORMATION, OR MATERIALS CONTAINED ON THE SITE; OR (C) YOUR VIOLATION OF ANY LAW, RULE, OR REGULATION OR YOUR VIOLATION OF THESE TERMS.

12. Audit Rights. We have the right, but not the obligation, at any time and with any frequency in our discretion, to audit your use of the Site to determine your compliance with these Terms. We may take steps that we believe are appropriate to enforce or verify compliance with any part of these Terms (including, without limitation, our right to cooperate with any legal process relating to your use of the Site or any third party claim that your use of the Site is unlawful or infringes a third party's rights, or to enforce or defend our rights).

13. Modification or Termination of the Site. There is no guarantee that we will continue to provide the Site, and we may suspend or discontinue the Site (or any part thereof) at any time for any reason and without notice to you. We have the right to remove any content from the Site or to modify the Site at any time, without prior notice to you.

14. Termination of Your Access to the Site. Unless prohibited by law, we may, at any time and for any reason and in addition to all other rights and remedies, terminate and block your access to or use of the Site without prior notice to you. We shall not be liable for any termination of your access to the Site. Accessing the Site after such termination will constitute an act of trespass, among other potential claims.

15. Your Discontinued Use. You may discontinue use of the Site at any time. These Terms will continue to apply to all past use of the Site by you, even if you are no longer using the Site.

16. Jurisdiction. The Site is controlled and operated from the United States, and is not intended to (and shall not be deemed to) subject us to non-U.S. jurisdiction or laws. The Site may not be appropriate or available for use in some jurisdictions outside of the United States, and use of the Site is unauthorized in any jurisdiction that does not give effect to all of the provisions of these Terms. If you access the Site, you do so at your own risk, and you agree to comply with all applicable local, state, and federal laws, rules, and regulations in connection with your use of the Site. We may limit the Site's availability, in whole or in part, to any person, geographic area, or jurisdiction we choose, at any time and in our sole discretion.

17. Governing Law; Disputes. These Terms, and any claim, dispute, or action relating to the Site, will be governed by the laws of the State of Oregon, without giving effect to any conflicts of laws principles. Any claims arising under these Terms must be brought in a federal or state court located in Multnomah County, Oregon, and you hereby consent to the exclusive jurisdiction of and venue in such courts and waive any claim or defense that such forum is not convenient or proper.

18. General. These Terms do not create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and us. If any provision of these Terms is found to be unenforceable, then the unenforceable provision will be deemed superseded by an enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms shall continue in full force and effect. You may not assign, transfer, or sublicense any or all of your rights or obligations under these Terms without our express prior written consent. No waiver or failure to assert any provision of the Terms shall be valid unless in writing and signed by an officer of Good Feet. No waiver by either party of any breach or default under these Terms will be deemed to be a waiver of any preceding or subsequent breach or default. These Terms represent the entire agreement between you and us relating solely to your use of the Site. You agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings, based upon or relating to these Terms and/or your use of the Site, to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. We will not be responsible for failure to fulfill any obligation due to causes beyond our control. Nothing contained in these Terms is in derogation of our 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 us with respect to such use. Any rights not expressly granted in these Terms are reserved by us.

19. Equitable Remedies. To the extent you have violated or threatened to violate Good Feet's intellectual property rights; violated or threatened to violate the security of any person, data, Good Feet's servers or networks, and/or the Site; and/or otherwise breached or threatened to breach these Terms, you acknowledge and agree that such violation or breach will cause immediate and irreparable harm to Good Feet, and Good Feet shall be entitled to injunctive or other appropriate relief, including without limitation, specific performance (without the posting of a bond or other security and without proving damages), and you agree that Good Feet may seek such relief in any court of competent jurisdiction.

20. Contact Us. If you have any questions or comments regarding the Site, please contact us at:

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