

EFFECTIVE 08/29/2016

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- shopdwfreshmarket.com
- shopfamilyfare.com
- shopvaluland.com
- shopvgs.com
- shopvgsfreshmarket.com
- shopforesthillsfoods.com
- familyfreshmarket.com
- sunmartfoods.com
- econofoods.com
- nofrillssupermarkets.com
- danssupermarket.com
- prairiemarket.com
- wholesalefoodoutlet.com
- shopftc.com

You should carefully read these Terms of Use. Your access to and use of this Site are governed by these Terms of Use, which are a legally binding contract between you and Family Fare. In addition, when using a particular service and/or accessing certain materials on or through this Site, you will be subject to any posted terms, conditions and rules applicable to the service and/or materials, which are incorporated into these Terms of Use and govern any conflict or inconsistency with these Terms of Use. Your customer relationship with Dan's Supermarkets is also governed by our Privacy Policy.

AMENDMENTS TO TERMS OF USE

Family Fare reserves the right to change the terms and conditions of these Terms of Use, the Privacy Policy and/or any of its other terms, conditions and rules relating to the Site, at any time in its sole discretion. Family Fare shall notify you of such changes by posting the changes on the Site. You are responsible for regularly reviewing the Site and these Terms of Use regarding such changes. Continued use of the Site after any such changes have been posted shall constitute your agreement to them.

THIRD PARTY SERVICE PROVIDERS

Family Fare may use third party service providers to help develop and maintain this site, to provide specific services offered through this site, and to help service your Account. You agree that the terms and conditions set forth in these Terms of Use, including all disclaimers of warranties and limitations of liability, inure to the benefit of any third party service providers engaged by Family Fare. All references to Family Fare are deemed to include its agents and service providers. All agents and service providers of Family Fare will be authorized to use your personal information only for the purpose for which they are hired.

PASSWORD AND SITE ACCESS

You are solely responsible for the security of online access to this Site and your Account, and you must take precautions to protect the confidentiality of your password and other login information (collectively, your "Account"). You should not share your password or login information with any other person or entity. You are solely responsible for verifying the accuracy of all transactions placed in your Account and for ensuring that you receive a confirmation for all transactions placed for your Account.

Contact Family Fare immediately if you suspect unauthorized use of your password or login information, or any other unauthorized activity on your Account. You must exit fully out of your account at the end of each session. You are and will be responsible for all activities conducted on and with the Site that make use of your password and/or login information, and for any charges or fees incurred by the use of that password and/or login information, including any use you may subsequently contend was not authorized by you. Family Fare may justifiably assume that any orders or instructions received through any electronic systems and placed under your Account or password were placed or authorized by you.

SITE MATERIALS, SERVICES AND SOFTWARE

Through this Site, Family Fare may make available to you: (a) certain audio and visual articles, text, information, data, images, illustrations, photographs, video, documents and other materials contained or displayed in or made available through the Site (collectively, "Materials"); and (b) various services and functionality (collectively, "Services").

Family Fare and its licensors grant to you a personal, non-exclusive, non-transferable license to: (a) access, view, download, print, use and display Materials; and (b) use the tools and software on the Site (collectively, "Software") solely for your own informational, financial and non-commercial use. In these Terms of Use, all references

to the "Site" shall be deemed to include all "Software," "Materials" and "Services," unless otherwise expressly indicated. All rights not expressly granted by Family Fare to you are retained by Family Fare, and you may not use the Site and/or any element of the Site in any manner or for any purpose not expressly authorized by these Terms of Use. The rights granted to you do not include, and are not applicable to, the design or layout of the Site, which are protected by trade dress and other laws and may not be copied or imitated in whole or in part.

The Site design, text and graphics, and the selection and arrangement of such elements are copyrighted and are protected by worldwide copyright laws and treaty provisions. Unless otherwise indicated, all product and service marks and logos displayed on the Site are subject to the trademark rights of Family Fare, its affiliates, or its business partners. You shall not: (a) remove or destroy any proprietary rights marks or legends on or in the Site; (b) modify, enhance, adapt, translate, or create derivative works of the Site; (c) republish, post, transmit, transfer, distribute, assign, sublicense, rent, lease or sell the Site; (d) decompile, disassemble or reverse engineer the Site; (e) reproduce or make copies of the Site; (f) "frame" or "mirror" the Site on any other server or Internet-based device; and/or (g) access, view, download, print, use and/or display the Site for any commercial or other money-making purpose; (h) download or copy Account information for the benefit of another merchant; (i) use any data mining, robots, or similar data gathering and extraction tools; or (j) use any meta tags or any other "hidden text" utilizing Family Fare's name or trademarks without our express written consent. You acknowledge that certain elements of the Site are, or may in the future be, licensed to Family Fare by third parties and that the availability of such elements may cease automatically, without notice or liability on the part of Family Fare.

The following is a partial list of the trademarks that we or our affiliates own:

1. SPARTAN STORES
2. SPARTAN
3. SPARTANNASH
4. FAMILY FARE
5. D&W FRESH MARKET
6. VG'S
7. VG'S FRESH MARKET
8. FOREST HILLS FOODS
9. VALU LAND
10. XPRESS MART
11. QUICK STOP FUEL CENTERS
12. BAG 'N SAVE
13. ECONOFOODS
14. FAMILY FRESH MARKET
15. FAMILY THRIFT CENTER
16. NO FRILLS SUPERMARKETS
17. PRAIRIE MARKET

18. WHOLESALE FOOD OUTLET
19. FAMILY THRIFT CENTER

Failure of a mark to appear on this page does not mean that we do not use or own that mark. Our trademarks cannot be used without an express, written license agreement. Our trademarks and trade dress may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Family Fare. All other trademarks not owned by Family Fare that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Family Fare.

Family Fare and/or its licensors own and shall retain all rights, title and interests, including all intellectual property rights, in and to the Site, and all elements thereof. Except for the express licenses granted to you herein, you neither have nor acquire any rights, title or interests in or to the Site, or any element thereof.

PRODUCT INFORMATION AND PRICING

All prices are listed in U.S. Dollars. The prices and availability of products are subject to change without notice. If Family Fare discovers an error in either pricing or availability it will seek to correct it. Family Fare reserves the right to revoke any offer and to correct any errors, inaccuracies or omissions (including after an order has been submitted and accepted).

ORDERS

By ordering an item on the Site, you are agreeing to purchase the products selected. Your payment for the products ordered is due at the time you submit your order. When you submit your order, Family Fare will immediately charge your credit card for the products. Gift Card and Trip Card purchases can be mailed or picked up at any Family Fare location.

ORDER CHANGES AND CANCELLATIONS

Changes:

If you need to change an order you have placed on the Site you must contact in person or on the phone the bakery or deli, as applicable, of the store where you will pick up the item at least 48 hours before the scheduled pick up time. If you do not contact the store

within this time frame then Family Fare may not be able to comply with your change request.

Cancellations:

If you need to cancel an order you have placed on the Site, you must contact in person or on the phone the store directly where you were to pick up the item at least 48 hours before the scheduled pick up time. Please note that an e-mail is not valid to change or cancel an order. If you do not cancel an order at least 48 hours before the scheduled pick up time, you may be charged the full amount for the order. Any order for a Gift Card or Trip Card cannot be cancelled once placed.

USER CONTENT

In certain portions of the Site, users may be allowed to submit information, data, text, software, music, sound, photographs, graphics, video, messages, products, services and/or other materials (individually and collectively, "Content"). All Content is the sole responsibility of the person by whom the Content was posted. This means that you, and not us, are solely responsible for all Content that you upload, post, transmit or otherwise make available through or on this Site. You are also solely responsible for all Content posted under your Account. Family Fare does not control the Content posted on or through this Site and, therefore, Family Fare does not guarantee the accuracy, integrity or quality of such Content. You represent and warrant that (i) you own or otherwise control all of the rights to the Content that you post; (ii) that the Content is accurate; (iii) use of the Content you supply does not violate this policy; (iv) the Content does not infringe any intellectual property or other rights of any third party and does not violate any applicable laws or regulation; and (v) the Content will not cause injury to any person or entity.

Should Content be deemed illegal, Family Fare will cooperate with the proper authorities, including but not limited to submitting all necessary information to them. If we determine, in our sole discretion, that any Content submitted by you is offensive or inappropriate, we may ask you to retract or modify the Content in question. If you fail to meet our request within the time specified, then we may terminate your Account. We have no obligation, however, to restrict or monitor Content in any way.

You may see or read things that you do not like or agree with on our Site. You understand that by using our Site, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or otherwise made available through our Site. You acknowledge that we do

not have any obligation to pre-screen Content, although we reserve the right, in our sole discretion, to refuse, move, or delete any Content.

You are solely responsible for any use or reliance on the Content, including on its accuracy, completeness, or usefulness. You acknowledge that we do not have any obligation to pre-screen Content, but that we and our designees shall have the right (but not the obligation) in our sole discretion to refuse or remove any Content that is available through our Site. Without limiting the foregoing, we and our designees shall have the right to remove any Content that violates these Terms of Use or any other applicable policy or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

We do not want to receive any confidential or proprietary information from you through this Site or by email. Unless otherwise agreed in writing by an authorized Family Fare employee, any material, information or idea you transmit to Family Fare or the Site by any means may be disseminated or used by Family Fare without compensation or liability to you for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products. However, this provision does not apply to personal information that is subject to our Privacy Notice.

We do not claim ownership of the Content you upload, place or post through this Site. You are responsible for protecting your rights in such Content and are not entitled to our help in protecting such Content. By uploading, placing or posting Content through this Site, you grant Family Fare a perpetual, irrevocable, world-wide, royalty-free, non-exclusive and fully sublicensable license to use, distribute, reproduce, modify, adapt, translate, publicly perform, publicly display, and create derivative works from the Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed, for any purpose associated with the Site. You grant Family Fare and its sub-licensees the right to use the name that you submit in connection with such Content, if Family Fare chooses.

PRIVACY

We have a policy that addresses this issue. Your use of our Site is subject to it. Please read our "Web Site Privacy Policy" so that you understand the parameters of privacy when using our Site. Keep in mind, however, that the information you make available as part of your public profile, and the information that you voluntarily post on this Site, are public and are not protected under our Web Site Privacy Policy.

If you are a client of our pharmacy, we may allow you to access your pharmacy records through our Site. To do so, you may need to establish a unique user ID and password, and you will be responsible for keeping this information secure. See the section above

entitled "Password and Site Access." Our pharmacy operations comply with federal privacy law and are subject to our HIPAA Notice of Privacy Practices.

We reserve the right to monitor some, all, or none of the areas of this Site for adherence to these Terms of Use. You acknowledge that by providing you with the ability to post information on this Site, we are acting as a passive conduit for distribution and we are not undertaking any obligation or liability relating to any postings or activities on this Site.

THIRD PARTY INFORMATION

Please be aware that when you are on the Site, you could be directed to other sites that are beyond Family Fare's control. Family Fare is not responsible for the content of any linked site or any link contained in a linked site owned or controlled by a third party. Family Fare reserves the right to terminate any link or linking program at any time. Family Fare provides such links only as a convenience to you. Family Fare has not endorsed, tested or verified any information, programs, companies, or products on sites to which it links. If you decide to access any third party sites linked to this Site and/or provide any personally identifiable information to such, you do so subject to the terms and policies applicable to those sites and entirely at your own risk.

Family Fare may provide you information from third parties as part of this Site. Unless expressly stated, Family Fare does not represent, endorse or guarantee the accuracy, completeness, timeliness, reliability or suitability of any information provided by third-parties. You agree that Family Fare is not responsible for third party information accessible through this Site, including opinions, advice, statements, recipes or other health and wellness information and advertisements, and that you use such information at your own risk. Please consult with your doctor before starting a new diet, fitness or supplement regimen.

HEALTH INFORMATION

This Site may present health information in various forms, which is provided for educational purposes only. The health information describes general principles of health care. The information may not be applicable to your personal circumstances. Moreover, like any printed material, the information may become out-of-date over time and may contain typographical errors and inaccuracies. The information is not intended as a tool for self-diagnosis, is not a recommendation of a specific treatment plan or healthcare provider, and is not a substitute for proper medical advice, diagnosis or treatment. Proper treatment of health conditions depends on a number of factors, such as your medical history, diet, lifestyle and the medication that you currently take. Your doctor or other licensed health care provider is in the best position to take these and other factors

into account in assessing and addressing your individual health care needs and use of this Site cannot replace medical consultation with a qualified health or medical professional.

TERRITORY

Family Fare operates this Site from its office within the United States. Family Fare makes no representation that content and materials on this Site are legal or appropriate for use from outside the United States. Please keep in mind that this Site may not conform with the laws of your country. If you access this Site from outside the United States, you do so at your own risk. You may not use the Site in violation of United States export laws and regulations.

DISCLAIMER OF WARRANTIES

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BY USING THIS SITE, YOU ASSUME ALL OF THE RISKS ASSOCIATED WITH SUCH USE, AND YOU EXPRESSLY RELEASE FAMILY FARE, AND ITS THIRD PARTY INFORMATION AND SERVICE PROVIDERS, FROM ANY AND ALL LIABILITY, CLAIMS AND/OR LOSSES ARISING FROM OR CONNECTED WITH SUCH RISKS. YOU ACKNOWLEDGE THAT: THE SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS; THE SITE MAY BECOME INOPERABLE OR OTHERWISE UNAVAILABLE FOR PERIODS OF TIME; MATERIALS AND/OR SERVICES AT THE SITE MAY BE OR BECOME OUT OF DATE AND FAMILY FARE MAKES NO COMMITMENT TO UPDATE SUCH MATERIALS OR SERVICES. FAMILY FARE ASSUMES NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THE INFORMATION, DOCUMENTS, SOFTWARE, MATERIALS AND/OR SERVICES WHICH ARE REFERENCED BY OR LINKED TO THIS SITE. REFERENCES TO THIRD PARTIES, THEIR SERVICES AND PRODUCTS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

THE INFORMATION PROVIDED ON THIS SITE IS PROVIDED FOR GENERAL CONSUMER UNDERSTANDING AND EDUCATIONAL PURPOSES ONLY AND

SHOULD NOT BE INTERPRETED AS A RECOMMENDATION FOR A SPECIFIC TREATMENT PLAN, PRODUCT OR COURSE OF ACTION. THE INFORMATION MAY CONTAIN INACCURACIES AND TYPOGRAPHICAL ERRORS. ADDITIONALLY, MEDICAL INFORMATION CHANGES RAPIDLY. ALTHOUGH FAMILY FARE MAY UPDATE THIS SITE, SOME OF THE INFORMATION MAY BE OUT OF DATE OR CONTAIN OTHER ERRORS. FAMILY FARE DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY INFORMATION POSTED OR ANY OPINION, ADVICE OR STATEMENT DISPLAYED ON THIS SITE. YOU AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK.

THE INFORMATION CONTAINED ON THIS SITE SHOULD NOT BE RELIED UPON FOR SPECIFIC MEDICAL ADVICE FOR ANY USER. FAMILY FARE AND ITS AGENTS ASSUME NO RESPONSIBILITY FOR HOW YOU USE THE INFORMATION PROVIDED THROUGH THIS SITE. YOU SHOULD ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER PRIOR TO STARTING ANY NEW TREATMENT OR WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION.

LIMITATION OF LIABILITY

REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, IN NO EVENT SHALL FAMILY FARE, ITS AFFILIATES, ITS LICENSORS AND/OR ITS SERVICE PROVIDERS BE LIABLE OR RESPONSIBLE TO YOU IN ASSOCIATION WITH THE SITE, OR YOUR USE THEREOF, FOR ANY: (A) INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF THEY ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOST EXPECTANCY OR BUSINESS INTERRUPTIONS. ANY CLAIM RELATED TO THE SITE MUST BE INITIATED WITHIN ONE (1) YEAR OF THE DATE OF THE EVENT THAT GAVE RISE TO THE CLAIM.

FAMILY FARE SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DELAY OR FAILURE IN THE SITE, OR ANY COMPONENT THEREOF, OR YOUR ABILITY TO ACCESS OR USE THE SITE, RESULTING FROM CAUSES OUTSIDE OF FAMILY FARE'S CONTROL, INCLUDING, WITHOUT LIMITATION, POWER OUTAGES, ACCIDENTS, STRIKES, FIRES, WAR OR ACTS OF GOD.

TERMINATION

IF YOU DO NOT UNDERSTAND, ACCEPT AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE YOU SHOULD DISCONTINUE YOUR USE OF THE SITE.

Family Fare may terminate your access to this Site at any time and for any reason without prior notification. Additionally, Family Fare may modify this Site at any time, and continuing to use the Site constitutes your agreement to such modifications. We may also, in our sole discretion and at any time, with or without notice, discontinue this Site or any portion of it, restrict the time the Site is available, or restrict the amount of use permitted. You agree that we may terminate or restrict your access to this Site under these Terms of Use or under any other applicable policy without prior notice, and acknowledge and agree that we may immediately deactivate or delete your Account, as applicable, and all related information and files. We reserve the right to bar any further access to such files and this Site. You agree that we will not be liable to you or any third-party for any termination of your Account or access to this Site. Provisions that survive termination of these Terms of Use are those relating to ownership, limitations of liability, indemnification and others which by their nature are intended to survive.

APPLICABLE LAW, SEVERABILITY AND WAIVER

In order to ensure consistency in the interpretation and enforcement of these Terms of Use and Family Fare's rights in the Site, these Terms of Use will be governed exclusively by Michigan law and controlling U.S. federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. You expressly agree that any litigation or dispute arising between you and Family Fare related, in any way, to the Site and/or these Terms of Use, and/or any and all disputes, actions, claims, or causes of action related thereto, shall be initiated and maintained only in the U.S. District Court for the Western District of Michigan, and/or the Circuit Court of the County of Kent, Michigan. You expressly consent and irrevocably submit to the exclusive personal jurisdiction and venue of such courts.

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be modified to the extent necessary to be valid and enforceable, and all other provisions of these Terms of Use shall remain in full force and effect.

The failure of Family Fare to enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Family Fare in writing. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will affect the other provisions of these Terms of Use.

INDEMNITY

You agree to indemnify and hold Family Fare, and its parents, subsidiaries, affiliates, officers, agents, co-branders, partners, licensors, and employees, harmless from any

alleged claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your Content, your use of this Site, your connection to this Site, your violation of these Terms of Use or any other applicable policy, your violation of any rights of another, or breach of any representation or warranty made by you under these Terms of Use, whether you are a registered user or not. You are solely responsible for your actions when using this Site, including, but not limited to, costs incurred for Internet access.

FORWARD-LOOKING STATEMENTS

The content of our Site may contain forward-looking statements that are based on management's beliefs, assumptions, current expectations, estimates and projections about the grocery wholesale distribution, grocery retail and pharmacy industries, the economy, and about SpartanNash Company and its subsidiaries. Words such as "anticipates," "believes," "estimates," "expects," "forecasts," "intends," "is likely," "plans," "predicts," "projects," or variations of such words and similar expressions are intended to identify such forward-looking statements. These statements are not guarantees of future performance and involve certain risks, uncertainties and assumptions ("Risk Factors") that are difficult to predict with regard to timing, extent, likelihood and degree of occurrence. Therefore, actual results and outcomes may materially differ from what may be expressed or forecasted in such forward-looking statements. Furthermore, We undertake no obligation to update, amend or clarify forward-looking statements, whether as a result of new information, future events or otherwise.

Risk Factors include, but are not limited to, uncertainties relating to changes in demand for our products; changes in consumer preferences or spending patterns; the cost and availability of inventories, services, labor and equipment furnished to the Company; the degree of competition by our competitors; changes in government and regulatory policies; changes in trading policies or import and export regulations; changes in interest rates, tax laws, duties or applicable assessments; technological developments; and changes in domestic or international economic conditions. These matters are representative of the Risk Factors that could cause a difference between an ultimate actual outcome and a forward-looking statement. Other Risk Factors are discussed in the periodic reports we file with the U.S. Securities and Exchange Commission. In particular, please refer to the discussion of "Risk Factors" in Item 1A of our most recent Annual Report on Form 10-K, which is available under the "Investor Relations" section of our website.

SPARTANNASH SMS ALERTS TERMS AND CONDITIONS

This SMS Terms and Conditions page describes our mobile program and available codes.

SpartanNash SMS Alerts

Text "SpartanNash" to 23065 to opt-in to receive SpartanNash SMS Alerts. 6msg/mo. Reply "STOP" to cancel. "HELP" for help. Msg&Data Rates May Apply.

STOP Information

Text "STOP" to 23065 to stop receiving SMS messages from "SpartanNash."

HELP Information

For more info, Text "HELP" for Help or Call: 888-880-9371 or contact.us@spartannash.com.

Carriers Supported

Compatible carriers include: AT&T, Sprint, T-Mobile®, Verizon Wireless, Boost, Cricket, MetroPCS, U.S. Cellular, Virgin Mobile, ACS Wireless, Appalachian Wireless, Bluegrass Cellular, Breakaway Wireless, Cabelvision (Optimum Mobile), Carolina West Wireless, Cellcom, Cellular One of East Central Illinois, Centennial Wireless, Chariton Valley Cellular, Chat Mobility (Hawkeye), Cincinnati Bell Wireless, Coral Wireless, Cox Mobility, Cross/ Sprocket, C-Spire Wireless (formerly Cellsouth), CTC Telecom, DTC Wireless (Advantage Cellular), Duet IP (AKA Max/Benton/Albany), Element Mobile, Epic Touch, GCI Communications, Golden State, Illinois Valley Cellular, Immix (Keystone Wireless/ PC Management), Inland Cellular, iWireless, Leaco, Mobi PCS, Mosaic, MTPCS/ Cellular One (Cellone Nation), Nemont, Nex-Tech Wireless, nTelos, NW Missouri Cellular (Hawkeye), Panhandle Telecommunications, Peoples Wireless, Pioneer, Pine Cellular, Plateau, Revol, Rina - Custer, Rina - All West, Rina - Cambridge Telecom Coop, Rina - Eagle Valley Comm, Rina - Farmers Mutual Telephone Co, Rina - Nucla Nutria Telephone Co, Rina - Silver Star, Rina - Syringa, Rina - UBET, Rina - Manti, Rural Cellular Corporation, SI Wireless, Symmetry, SouthernLINC, SRT, Strata Networks, Thumb Cellular, Union Wireless, United, Viaero Wireless, West Central Wireless.

SOCIAL NETWORKING ACCOUNTS

In the event Family Fare determines to enable social networking functionality on the Site, the following terms will apply to your use of the Site.

(a) Registration Obligations

To use the social networking functionality of the Site, you must register and open an Account with us. To open the social networking features of an Account, you must select an identity and password for your Account. By opening an Account with us, you promise not to: (a) select or use the identity of another person with the intent to impersonate that person; (b) use a name subject to the rights of any other person without authorization; (c) use an identity that we, in our sole discretion, deem inappropriate or offensive; or (d) breach any representation, warranty or promise made by you in this policy regarding your Account.

Those features requiring registration are intended for adults who are at least 18 years of age and have reached the age of majority under applicable law. In consideration for your use of these features, you represent that you are of legal age to form a binding contract and are legally able to receive services under the laws of the United States. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by our registration form, and (b) maintain and promptly update your Account information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your Account and refuse any and all current or future use of our Site and its related services. Please keep in mind that registering an Account for certain features of our Site may require the submission of a information such as your email address or mailing address.

By becoming a user of the social networking features on our Site, certain profile information about you will automatically be displayed, posted, and visible to all members of and visitors to the Site. You can change how this information is displayed through your Account settings. By using our Site, you consent to Family Fare' display, disclosure and use of your information and Content as set forth above and you agree to use caution and care in evaluating and selecting your Account settings and information before using this Site and posting any information to it. You, your heirs, executors, administrators and assigns agree not to hold us liable for any and all claims, liabilities and/or damages of any kind whatsoever that arise out of or relate in any way to your interaction with others and/or with Family Fare through this Site.

(b) Your Content

Your ability to use this Site and contribute to discussions depends on your compliance with community standards and the conduct guidelines set forth in these Terms of Use, including the section "User Content," above. If you fail to conduct yourself appropriately, we may revoke your privileges to use all or a portion of this Site and/or take other appropriate measures to enforce these community standards and conduct guidelines if violations are brought to our attention.

The following is a non-inclusive list of behaviors that are not permitted on the Site. You agree not to:

1. upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy (up to, but not excluding any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically or otherwise objectionable;
2. harm minors in any way;
3. impersonate any person or entity, including, but not limited to, any of our employees, company officials, directors, shareholders, agents, representatives or users, or falsely state or otherwise misrepresent your affiliation with a person or entity;
4. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content posted, transmitted or otherwise made available through the Site;
5. upload, post or otherwise transmit any Content that you do not have a right to upload, post or otherwise transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
6. upload, post or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;
7. upload, post, or otherwise transmit unsolicited commercial email or "spam". This includes unethical marketing, advertising, "chain letters" or any other practice that is in any way connected with "spam", such as (a) sending mass email to recipients who haven't requested email from you or with a fake return address, (b) promoting a site with inappropriate links, titles, descriptions, or (c) promoting your site by posting multiple submissions in public forums that are identical;
8. upload, post or otherwise transmit any material that contains software viruses, Trojan horses, malware or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or intercept messages sent from a computer or communications device;
9. interfere with or disrupt the Site, servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
10. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
11. "stalk" or otherwise harass another;

12. promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, without limitation, providing instructions on how to assemble bombs, grenades and other weapons or incendiary devices;
13. offer for sale or sell any item, good or service through our Site;
14. use the Site as a forwarding service to another website;
15. allow usage by others in such a way as to violate these Terms of Use or any other applicable policy;
16. take any steps to interfere with or in any manner compromise any of our security measures;
17. use the Site for fraudulent purposes;
18. harvest or collect any information about or regarding other Account holders, including, without limitation, any personal data or information;
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850 76th Street
P.O. Box 8700
Grand Rapids, Michigan 49518-8700

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Please read through all of the policies posted on our Site. These policies also govern your visit to our Site and are incorporated herein by reference. We reserve the right to change the Site and our policies at any time. If any one of our terms is deemed invalid, void, or unenforceable for any reason, that term shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

MISCELLANEOUS

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- All references to "us," "we," "our," and this "Site" relate to Family Fare, LLC, its affiliates, parents, subsidiaries, directors, successors, officers, assigns, employees, contractors and agents.
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OUR CONTACT INFORMATION

Family Fare, LLC 850 76th Street P.O. Box 8700 Grand Rapids, Michigan 49518-8700

Effective Date: 08/29/2016