

Terms of Use

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VIP Foodservice may provide links to third-party websites on the Website for your convenience. VIP Foodservice does not assume any responsibility for the content or privacy practices of third-party websites, and all use of such websites is at your own risk.

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Indemnification

You agree to defend, indemnify, and hold VIP Foodservice harmless from and against any and all claims, damages, costs and expenses, and attorneys' fees arising from or related to your use or misuse of the Website and/or your breach of any provision of these Terms of Use.

Account Information

You are responsible for maintaining the confidentiality of your account and for restricting access to your account, and you agree to accept responsibility for all activities on the Website that occur under your account. In the event you or someone with access to your account abuses your account, VIP Foodservice may, in its sole discretion, refuse service, terminate accounts, or cancel orders as it deems appropriate.

Site Transactions

VIP Foodservice reserves the right to refuse any order you place with us, and we may, in our sole discretion, limit or cancel quantities. In the event we modify or cancel an order, we will attempt to notify you by contacting you at the email and/or billing address and/or phone number you have provided us.

Communication

When you send an email to us or contact us via the Website, you are communicating with us electronically. You consent to receive communications from us electronically and agree that we may communicate with you by email. Any communication or other information sent to VIP Foodservice via electronic mail or otherwise in connection with your use of the Website, including but not limited to suggestions, ideas, and comments, are non-confidential, with the exception that personal information (including information submitted in connection with an application for employment) will be handled in accordance with our Privacy Policy.

Entire Agreement and Severability

These Terms of Use incorporate by reference any policies and notices contained in the Website and constitute the entire agreement with respect to your access to and use of the Website. If any provision of these Terms of Use is unlawful, void, or unenforceable, then that provision shall be

deemed severable from the remaining provisions and shall not affect their validity and enforceability.

Governing Law

These Terms of Use and your use of this Website shall in all respects be governed by the laws of the State of Hawaii and the United States of America, regardless of the laws that might be applicable under principles of conflicts of law. The parties agree that the Hawaii state courts located in Maui, Hawaii, or the federal courts located in Honolulu, Hawaii, shall have exclusive jurisdiction over all controversies arising under these Terms of Use and agree that venue is proper in those courts.

Questions

If you have any questions or concerns regarding these Terms and Conditions, please contact us at the following address or phone number:

VIP Foodservice
P.O. Box 517
Kahului, HI 96733
808-877-5055

Modification Date

These Terms of Use were last modified on August 1, 2015.

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