



**Made In Hawai'i
Portal Site Terms and Conditions**

The Made In Hawai'i (MIH) website, created by the Department of Business, Economic Development & Tourism (DBEDT), is a portal for your online store to facilitate shopping on your company's website. The MIH portal site will only share information and there will be no purchasing or transactions on the MIH portal site. This portal is open only to products that legally may be labeled Made in Hawai'i pursuant to applicable law. Your Company's participation shall not be construed as an endorsement of your Company or its products or services, or as a certification that your products meet the requirements of §486-119, HRS, or any other applicable law, by the State of Hawai'i or DBEDT. Your Company shall immediately provide written notice to DBEDT of any change in your information that may affect your or your products' qualification to participate in the portal site. DBEDT shall at all times have the right and discretion to reject or remove companies or products from the portal site. By participating in this portal site, your Company agrees to defend, indemnify, hold harmless, release and forever discharge, the State of Hawai'i, DBEDT, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from the Company's participation in this portal site. Your Company is voluntarily participating with a full understanding of the risks involved and expressly and specifically assumes the risk of any damages, injury or harm that may result from its participation. Your Company shall comply with all applicable federal, state, and county laws, ordinances, codes, rules, and regulations that in any way affect the Company's participation. The provisions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Hawai'i, in the United States of America. The jurisdiction and venue for any action at law or in equity involving, relating to or arising out of this Agreement shall lie exclusively in a court of competent jurisdiction in Honolulu, Hawai'i, United States of America.