# POMPANO FARMS, LLC. AND AFFILIATE

WWW.GROWBRINESHRIMP.COM

# **Terms and Conditions**

Please read these terms and conditions ("terms and conditions", "terms") carefully before using [www.GrowBrineShrimp.com] website ("website", "service and Products") operated and owned by Pompano Farms, LLC. @ P.O. Box 1020, Oak Hill, Florida 32759 (Our web-hosting is by www.HostingNSB.com).

### Products use and shipping

This company or its affiliates do not sell or offer to sell any living organisms. All products available on this website are dry goods only. Therefore, Pompano Farms, LLC reserves the right to choose the most economical method of transportation and packaging method for the delivery of your order. Expedited delivery requests such as next day must be arranged in advance directly with the company and appropriate freight costs will be applied to your order prior to shipping. Safe arrival is guaranteed by the shipping company and all damage claims must be issued to the shipping company. Pompano Farms, LLC. and its affiliate www.GrowBrineShrimp.com do not accept the shipping company's performance and potential damages caused by the shipping company. Large commercial orders are handled separately.

#### Payment for products which include shipping costs

The website, <u>www.GrowBrineShrimp.com</u> offers an industry standard shopping cart method for credit card payment. Your monthly statement will list your charge that was made and paid to Pompano Farms, LLC. For customers not wishing to use credit card payment we offer payments mailed to us in the form of Postal Money Orders, and prepaid Bank Checks. There are no extra service charges for this payment form. Mailed payments take a few days longer to process once arrived. Mail payment to (Pompano Farms, LLC @ P.O. Box 1020, Oak Hill, Florida, 32759). Large commercial orders are handled separately. Make check payable to Pompano Farms, LLC.

#### Conditions of use

By using this website, you certify that you have read and reviewed this Agreement and that you agree to comply with its terms. If you do not want to be bound by the terms of this Agreement, you are advised to stop using the website accordingly. Pompano

Farms, LLC only grants use and access of this website, its products, and its services to those who have accepted its terms.

# **Privacy policy**

Before you continue using our website, we advise you to read our privacy policy [link to privacy policy] regarding our user data collection. It will help you better understand our practices.

# Age restriction

You must be at least 18 (eighteen) years of age before you can use this website. By using this website, you warrant that you are at least 18 years of age and you may legally adhere to this Agreement. Pompano Farms, LLC assumes no responsibility for liabilities related to age misrepresentation.

# Intellectual property

You agree that all materials, products, and services provided on this website are the property of Pompano Farms, LLC, its affiliates (Grow Brine Shrimp, DBA), directors, officers, employees, agents, suppliers, or licensors including all copyrights, trade secrets, trademarks, patents, and other intellectual property. You also agree that you will not reproduce, reverse engineer or redistribute the company's intellectual property in any way, including electronic, digital, or new trademark registrations.

You grant Pompano Farms. LLC a royalty-fee and non-exclusive license to display, use, copy, transmit, and broadcast the content you upload and publish. For issues regarding intellectual property claims, you should contact the company in order to come to an agreement.

# User accounts

As a user of this website, you may be asked to register with us and provide private information when making a purchase. You are responsible for ensuring the accuracy of this information, and you are responsible for maintaining the safety and security of your identifying information. You are also responsible for all activities that occur under your account or password.

If you think there are any possible issues regarding the security of your account on the website, inform us immediately so we may address them accordingly.

We reserve all rights to terminate accounts, edit or remove content and cancel orders at our sole discretion.

# Applicable law

By using this website, you agree that the laws of the State of Florida, without regard to principles of conflict laws, will govern these terms and conditions, or any dispute of any sort that might come between Pompano Farms, LLC. and you, or its business partners

and associates.

#### Disputes

Any dispute related in any way to your use of this website or to products you purchase from us shall be arbitrated by state or federal court in Volusia County, Florida and you consent to exclusive jurisdiction and venue of such courts.

#### Indemnification

You agree to indemnify Pompano Farms, LLC. and its affiliates and hold Pompano Farms, LLC harmless against legal claims and demands that may arise from your use or misuse of our services and products. We reserve the right to select our own legal counsel.

### Limitation on liability

Pompano Farms, LLC. or its affiliates, are not liable for any damages that may occur to you, your home, your office, or your business as a result of your misuse of our website, services, or products.

Pompano Farms, LLC. reserves the right to edit, modify, and change this Agreement at any time. We shall let our users know of these changes through electronic mail. This Agreement is an understanding between Pompano Farms, LLC.(owner) and the users of it's store <u>www.GrowBrineShrimp.com</u>. This agreement supersedes and replaces all prior agreements regarding the use of this website.