

Policies and Terms of Use

PRIVACY POLICY:

Last Modified: April 2022

At The Fruit Yard, we respect and are committed to protecting your privacy through compliance with this policy. Please read this policy carefully to understand our practices regarding what information we collect and how we treat it. If you do not agree with this policy, you have the choice to not use our website. By accessing and continuing to use our website you agree to the terms of this policy.

Please note, our privacy policy may change from time to time. Your continued use of our website after we make changes is deemed to be acceptance of those changes so please check the policy periodically for updates. If we make material changes to this policy we will post the changes here and will notify anyone on our mailing list via email, we will also post a notice on the home page of our website.

Information We Collect and How We Treat It:

We may collect personally identifiable information directly from you when you visit our site. This includes, but is not limited to, information you may provide to join our mailing list, to place an order, or filling out any other forms on our website. Your payment and personal information are always safe. Our Secure Sockets Layer (SSL) software is the industry standard and among the best software available today for secure commerce transactions. It encrypts all of your personal information, including credit card number, name, and address, so it cannot be read over the internet.

We also automatically receive and record information on our server logs from your browser including your IP address, cookies information and usage details about your activity on the website. This information is used to help us improve our website and to deliver a better and more personalized experience.

We will not sell your information to anyone.

Children Under 13:

Our website is not intended for children under 13 years of age. No one under 13 may provide a personal information to the website. We do not knowingly collect personal information from children under 13. If you are under 13, do not use or provide any information on our website or through any of its features, including placing orders. If we learn we have received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we may have any information from or about a child under 13 please contact us at (209) 577 -3093.

REFUND POLICY:

If there is a problem with your order please call us at (209) 577-3093. Please keep all receipts and/or email confirmations to confirm your purchase. In the event that a refund is warranted, credit may be given in one of the following ways: restaurant credit issued in our POS system, a gift card to be used toward a future purchase, or, in some instances, the credit may be applied back to your credit card. The decision to issue credit will be made on a case by case basis at the sole discretion of The Fruit Yard. Please contact us for further information. Thank you!

WEBSITE TERMS OF USE POLICY:

Last Modified: April 2022

Acceptance of Terms of Use Policy

These terms of use are entered into by and between you and The Fruit Yard, Inc./The Fruit Yard Events, Inc. (collectively "Company," "we" or "us"). The following terms and conditions govern your access to and use of the Company's website, including any content, functionality, and services offered on or through thefruityard.com or thefruityardevents.com (collectively, the "Website"). **By using the Website, you accept and agree to be bound and abide by these Terms of Use and our privacy policy, located above, which is incorporated herein by reference.**

Modifications to Terms of Use Policy

The Company reserves the right to change the terms, conditions, and notices under which the Website is offered. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of the revised Terms of Use means that you accept and agree to the changes. You are advised to check this page frequently to ensure you are aware of any changes as they are binding on you.

Accessing the Website

The Company reserves the right, in its sole discretion, to terminate or restrict your access to the Website and the related services or any portion thereof at any time, without notice.

The Company may withdraw or amend the Website and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period.

To access some of the resources offered by the Website you may be asked to provide certain information. It is a condition of your use of the Website that all of the information you provide is correct, current, and complete.

Intellectual Property Rights:

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, audio, and design) are owned by the Company, its licensors, or other providers of such materials and are protected by United States and international copyright, trademark, patent, trade secret and intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website without prior written consent of the Company.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. As a condition of your use of the Website, you warrant to the Company that you will not use the Website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. By agreeing to these Terms of Use you agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation.

- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Website or which, as determined by us, may harm the Company or users of the Website or expose them to liability.
- In any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected Website.

User Contributions

The Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication features (collectively, "Communication Services") designed to enable you to post, submit, publish, display, or transmit to other users or other persons (collectively "Post") content or materials on or through the Website (collectively "User Contributions"). You agree to use the Communication Services only to Post, send and receive messages and material that are proper, related to the particular Communication Service, and comply with these Terms of Use.

Any and all User Contributions are non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates, service providers, and each and every licensee, successor, and assign thereof, the right to copy, edit, use, reproduce, modify, translate, reformat, perform, display, distribute, transmit, and otherwise disclose to third parties any such material.

By posting User Contribution(s), you represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates, service providers, and all respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

All User Contributions must, in their entirety, comply with all applicable federal, state, local and international laws and regulations. By Posting a User Contribution(s), you agree that you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (including but not limited to the rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, harassing, violent, hateful, infringing, obscene, indecent, unlawful or in any way objectionable topic, name, material or information.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, sexual identity, or age.
- Upload files that contain software or other material protected by intellectual property laws, or by privacy or publicity rights, unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.

- Falsify or delete any other attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Give the impression that you emanate from or are endorsed by us or any other person or entity, if this is not the case.
- Violate any applicable laws or regulations.

The foregoing shall serve as examples only and is not intended to be an all-inclusive list of prohibited conduct.

The Company has no obligation to monitor the Communication Services. However, the Company reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. The Company reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

The Company reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Company's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. The Company does not control or endorse the content, messages or information found in any Communication Service and, therefore, the Company specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Company spokespersons, and their views do not necessarily reflect those of the Company.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website. Any reliance you place on such information is strictly at your own risk.

Monitoring and Enforcement of User Contributions

We have the right to:

- Remove or refuse to post any User Contribution for any or no reason, in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, infringes any intellectual property right or other right of any person or

entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company.

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website, for any reason, or no reason at all.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot and do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described herein.

If you believe that any User Contributions violate your copyright, please contact us at (209) 577-3093; or send an email to info@thefruityard.com. The Company will promptly notify the US Copyright Office of any such infringement. The Company will remove any such Posts and will deny access to repeat infringers.

Links to Third-Party Sites

The Website may contain links to other websites. The linked sites are not under the control of the Company. The Company is not responsible for the contents of any linked site, or any loss or damage that may arise from your use of them. The Company is not responsible for webcasting or any other form of transmission received from any linked site. The Company is providing these links to you only as a convenience, and the inclusion of any link does not constitute or imply an endorsement by the Company. If you decide to access any of the third-party websites linked to our Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Disclaimer of Warranties

The information, software, products, and services included in, or available through, our Website may include inaccuracies or typographical errors. YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. NEITHER THE COMPANY, NOR ANYONE ASSOCIATED WITH THE COMPANY, MAKES ANY WARRANTY OR REPRESENTATION ABOUT THE SUITABILITY, RELIABILITY, COMPLETENESS, SECURITY, AVAILABILITY, TIMELINESS, OR ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE WEBSITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

Limitation on Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, NOR ANYONE AFFILIATED WITH THE COMPANY, BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE, WITH THE DELAY OR INABILITY TO USE THE WEBSITE OR RELATED SERVICES OR LINKS, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY, OR ANYONE AFFILIATED WITH THE COMPANY, HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

Termination and Access Restriction

The Company reserves the right, in its sole discretion, to terminate your access to the website and the related services or any portion thereof at any time, with or without notice, for any reason or no reason at all.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto, shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court, or other tribunal of competent jurisdiction, to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy and Refund Policy constitute the sole and entire agreement between you and the Company regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

