

ARO Pistachios PRIVACY POLICY'
Effective: March 6, 2016

1. PURPOSE OF POLICY

ARO Pistachios, Inc. and its affiliated entities (“us,” “we,” or “Company”) is committed to respecting the privacy rights of its customers and visitors to the aropistachio.com website (the “Website”). We created this Privacy Policy (this “Policy”) to give you confidence as you visit and use our Website, and to demonstrate our commitment to fair information practices and the protection of privacy. This Policy is only applicable to our Website and data that we have collected since making the Website available, and not to any other websites or electronic transmissions that you may be able to access from the Website, each of which may have data collection and use practices and policies that differ materially from this Policy.

2. NOTICE CONCERNING CHILDREN

PLEASE NOTE: We do not direct any of our content specifically at children under 13 years of age, nor do we collect any personal information from anyone who we know to be under the age of 13. If we learn or have reason to suspect that a user is under age 13, we will use our best efforts to prevent access to the Website of such user and to delete any personal information in such user’s account on our Website.

3. TYPES OF INFORMATION THAT THE COMPANY COLLECTS

3.1. PERSONAL INFORMATION

In operating the Website, and to provide a superior user experience, we may ask users to provide their names, mailing addresses, e-mail addresses, phone numbers, as well as methods of payment and applicable financial account information (“Personal Information”).

We will not sell, share or rent Personal Information to third parties, and we will not otherwise disclose Personal Information to third parties not affiliated with us, without your permission, except as disclosed in this Privacy Policy, to provide you with the services offered by us, or to comply with the law. By using our Website, you consent to the use of your Personal Information to provide you with the offered services, to verify your identity, to check your qualifications, to follow up with transactions initiated on the Website, or to offer you additional products or services that we think you may have an interest in receiving. We may also use your Personal Information to inform you of any news, seasonal promotions, or to send you additional information about us on an occasional and infrequent basis by electing to join AROVIP and/or by selecting “Subscribe to our newsletter” at checkout.

We may disclose personal information if required to do so by law or in the good-faith belief that such action is necessary to (1) conform to the edicts of the law or comply with legal process served on us or our any one of our related companies, subsidiaries or affiliates, (2) protect and defend our rights or property or those of our users, or (3) act under exigent circumstances to protect the safety of the public or customers or visitors.

3.2. AUTOMATIC WEBSITE COLLECTION

Our servers may automatically recognize visitors’ IP addresses (the number assigned to computers on the Internet), geolocation data, domain servers, types of computers accessing our Website, types of browsers, and other data of a technical nature **that** relates to your use and access of the Website (collectively “Traffic Data”). Traffic Data is anonymous information that does not in and of itself personally identify you, but is helpful for improving user experience. In the event that you provide personally identifying information while visiting our Website, the Traffic Data may be correlated to you and thus your Personal Information.

We do not examine Traffic Data for individually identifying information. However, we use Traffic Data to analyze our Website traffic, to help diagnose problems with our server, to administer our Website, to determine how users interact

with the Website, or to display the content according to your preferences. We may also use or share Traffic Data (or other information other than Personal Information) in any other manner that we deem appropriate or necessary, including sharing Traffic Data with business partners and advertisers on an aggregate and anonymous basis.

3.3. WEBSITE COOKIES

From time to time, we may use the standard “cookies” feature of major browser applications that allows us to store a small piece of data on your computer about your visit to our Website. We do not set any personally identifiable information in cookies, nor do we employ any data capture mechanisms on our website other than cookies. Cookies help us learn which areas of our site are useful and which areas need improvement, in addition to enhancing user experience. You may be able to choose whether to accept cookies by changing the settings on your browser. However, if you choose to disable this function, your experience on the Website may be diminished and some features may not work as they were intended.

We may use cookies to deliver content specific to your interests, to save your password so you don’t have to re-enter it each time you visit our site, or for other purposes. Promotions or advertisements displayed on our site may contain cookies set by us or [by](#) third parties. We do not have access to or control over information collected by outside advertisers on our Website, and thus such cookies are not subject to this Privacy Policy.

3.4 WEB BEACON TECHNOLOGIES

We may also use web beacon or other technologies to better tailor the Website to provide better customer service. If these technologies are in use, when a visitor accesses these pages of the Website, a non-identifiable notice of that visit is generated which may be processed by us or by suppliers. Web beacons usually work in conjunction with cookies. If you do not want cookie information to be associated with customer’s visits to these pages, you may be able to set your browser to turn off cookies; however, web beacon and other technologies will still detect visits to these pages.

4. MARKETING AGENTS

ARO Pistachios, Inc. employs or engages a number of companies and individuals to perform business functions on its behalf. These persons engaged in a variety of functions which include, but are not limited to, fulfilling orders, delivering packages, removing repetitive information from customer lists, analyzing data, providing marketing assistance, processing payments, and providing customer service. Unless you do not exercise a right to opt out, these persons may be provided with Personal Information or other information required to perform their functions. However, if they are provided with such information they will be prohibited from using the information for other purposes.

5. OPT-OUT RIGHT

You have the right at any time to cease permitting Personal Information to be collected, used or disclosed by us and/or by any third parties with whom we have shared and/or transferred such Personal Information. Right of cancellation may be exercised by contacting us in accordance with the provisions of this Privacy Policy. After processing the cancellation, we will delete your Personal Information from our database.

6. SECURITY

Our Website has security measures in place by which we intend to prevent the loss, misuse, and alteration of the information that we obtain from you. However we make no assurances about our ability to prevent any such loss, misuse, to you or to any third party arising out of any such loss, misuse, or alteration.

7. NO LIABILITY FOR ACTS OF THIRD PARTIES

We will exercise all reasonable efforts to safeguard the confidentiality of Personal Information. However, transmissions protected by industry standard security technology and implemented by human beings cannot be made absolutely secure. Consequently, we shall not be liable for unauthorized disclosure of Personal Information due to no fault of our own, including but not limited to, errors in transmission and unauthorized acts of our staff and third parties.

8. THIRD PARTY WEBSITES

The Website may contain links to other websites. If you choose to visit other websites, we are not responsible for the privacy practices or content of those other websites, and it is your responsibility to review the privacy policies at those websites to confirm that you understand and agree with their policies.

9. CONTACT INFORMATION AND POLICY UPDATES

If you have any questions about this Policy or our practices related to this Site, or if you would like to request that we disclose or delete your Personal Information stored in our database, please feel contact us at the following:

ARO Pistachios, Inc.
ATTN: Communications Manager
RE: Legal Compliance
19570 Avenue 88
Terra Bella, California 93270

10. UPDATES AND CHANGES

We reserve the right, at any time, to add to, change, update, or modify this Policy, simply by posting such change, update, or modification on the Site and without any other notice to you. Any such change, update, or modification will be effective immediately upon posting, unless stated otherwise. You agree to review this Policy and other online policies posted on the Website periodically to be aware of any revisions. You agree that, by continuing to use or access the Website, you agree to any such revision.

11. GOVERNING LAW

The Website is published in the United States and intended for users from the United States. This Privacy Policy shall be governed by and construed and enforced in accordance with the laws of the State of California, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the laws of the State of California to the rights and duties of the parties. U.S. law shall govern in any and all disputes. Any actions pertaining to this Privacy Policy, the Website, or the Services shall be venued in Tulare County, California. You hereby irrevocably consent to the exclusive jurisdiction of the state or federal courts in Tulare County, California in all disputes arising out of or related to this Privacy Policy, or the use of the Website or Service.

12. ARBITRATION

Any controversy between the parties to this agreement involving the construction or application of any of the terms, covenants, or conditions of this Privacy Policy shall be submitted to binding arbitration. The arbitration shall be conducted in Tulare, California, and be in accordance with the rules established by the American Arbitration Association, and include limited discovery to be in accordance with and governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. The prevailing party shall be entitled to recover its reasonable costs and expenses of arbitration, including reasonable attorneys' fees. Nothing in this section or agreement shall limit or impair us from seeking and obtaining temporary and permanent injunctive relief to enforce the terms of this agreement.

13. SEVERABILITY; WAIVER

If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms of Use to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms of Use shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between you and ARO Pistachios, Inc. and governs the terms and conditions of your use of the Website, and supersedes all prior agreements concerning the subject matter hereof. Notwithstanding, you may also be subject to additional terms and conditions, policies (including but not limited to any Privacy Policy), guidelines, or rules that may apply when you use or interact with the Website.

15. YOUR CALIFORNIA PRIVACY RIGHTS

California Civil Code Section 1798.83 permits users who are California residents to request certain information regarding the disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please contact us in accordance with this Policy.