

WEBSITE TERMS OF USE

Effective: March 6, 2016

BY USING THE SERVICE OR ACCESSING THE WEBSITE AND SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM.

1. BINDING EFFECT

This is a binding agreement. By using the Internet site located at aropistachio.com (the "Website") or any services provided in connection with the Website (the "Service"), you agree to abide by these Terms of Use, as they may be amended by ARO Pistachios, Inc. and/or its affiliated companies ("us," "we," or "Company") from time to time in its sole discretion. Any changes to these Terms of Use will be posted on the Website and will be immediately effective. It is your responsibility to review these Terms of Use periodically, and if at any time you find these Terms of Use unacceptable, you must immediately leave the Website and cease all use of the Website and the Service.

Use of the Website and Service is void where prohibited. By using the Website and Services, you represent and warrant that (a) you are at least 18 years old or are otherwise legally able to enter into this agreement in your jurisdiction and (b) your use of the Website and Services does not violate any applicable laws.

2. PRIVACY POLICY

We are committed to respecting the privacy rights of our customers and visitors. A complete statement of our current privacy policy can be found by clicking on the link provided on the Website. Our privacy policy is expressly incorporated into this Agreement by this reference.

3. USER ACCOUNT

To use or access the Website or Service, you may be required to complete a registration process by providing the complete and accurate information requested on the registration form.

4. INTELLECTUAL PROPERTY PROTECTION

The content of this of this Website, including, without limitation text, graphics, user interfaces, visual interfaces, photographs, moving images, illustrations, files, trademarks, logos, service marks, sounds, music, and artwork, , computer code, executable code, scripts, programs, applications, applets, design, and structure, and the selection, coordination, "look and feel" and arrangement of such content (collectively "Material"), is owned by the Company, its licensors, vendors, agents or content providers. All Material is protected by copyright, trademark, trade dress, moral rights or other intellectual property rights. By granting you access to the Material, we do not transfer to you any title or ownership rights in and to the Material, and we retain full and complete title to the Material as well as all intellectual property rights therein.

5. YOUR RIGHTS TO USE THE WEBSITE AND CONTENT

You are granted a limited, revocable, and nonexclusive license to (i) view the Material on the Website and (ii) print the Material on the Website on your printer, but only for your own reference. Except for use as reference, you shall not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, or create derivative works from the Material, or any portion thereof, in any format, without first obtaining our express written consent. You shall not further save, sell, redistribute, reproduce decompile, reverse-engineer, disassemble, otherwise convert, or create any derivative works of the software, or break in to or modify the Website. Use for any other purpose is prohibited.

6. COMPLIANCE WITH LAWS

You agree to comply with all applicable laws regarding your use of the Website. You further agreed that information provided by you is truthful and accurate to the best of your knowledge.

7. COPYRIGHT INFRINGEMENT

We have in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Website or with the Service. We have adopted a policy that provides for the immediate suspension and/or termination of any Website or Service user who is found to have infringed on our rights, the rights of a third party, or otherwise violated any intellectual property laws or regulations. Our policy is to investigate any allegations of copyright infringement brought to our attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want us to delete, edit, or disable the material in question, you must provide us with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to our designated agent at:

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

8. NO WARRANTIES

COMPANY HEREBY DISCLAIMS ALL WARRANTIES. COMPANY IS MAKING THE WEBSITE AND SERVICES AVAILABLE "AS IS" WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE WEBSITE OR THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE WEBSITE AND SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE WEBSITE OR THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE WEBSITE OR THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

9. LIMITED LIABILITY

OUR LIABILITY TO YOU IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE OR ANY OTHER MATERIALS OR SERVICES PROVIDED TO YOU BY COMPANY. This limitation shall apply regardless of whether the damages arise out of breach of contract, tort, or any other legal theory or form of action.

YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE AND/OR THE CONTENT THEREOF IS TO CEASE ALL OF YOUR USE OF THE WEBSITE.

You may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitation in this Agreement that directly conflict with such laws may not apply to you.

10. AFFILIATED SITES

We have no control over, and no liability for any third party websites or materials. We work with a number of partners and affiliates whose Internet sites may be linked with the Website. Because we have no control over the content and performance of these partner and affiliate sites, we make no guarantees about the accuracy, currency, content, or quality of the information provided by such sites, and we assume no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those sites. Similarly, from time to time in connection with your use of the Website, you may have access to content items (including, but not limited to, websites) that are owned by third parties. You acknowledge and agree that we make no guarantees about, and assume no responsibility for, the accuracy, currency, content, or quality of this third party content, and that, unless expressly provided otherwise, these Terms of Use shall govern your use of any and all third party content.

11. PROHIBITED USES.

We impose certain restrictions on your permissible use of the Website and the Service. You are prohibited from violating or attempting to violate any security features of the Website or Service, including, without limitation, (a) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the Service, the Website, or any associated system or network, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Website or Service, overloading, "flooding," "spamming," "mail bombing," or "crashing;" (d) using the Website or Service to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; (e) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Service; or (f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Company in providing the Website or Service. Any violation of system or network security may subject you to civil and/or criminal liability.

12. INDEMNITY

You agree to indemnify us for certain your acts and omissions. You agree to indemnify, defend, and hold harmless us, our affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from your access to or use of the Website or the Services, your violation of these Terms of Use, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. We will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

13. COPYRIGHT; TRADEMARK

All contents of Website or Service are: Copyright ' 2016 ARO Pistachios, Inc. and/or its affiliates. All rights reserved. All trademarks, service marks, and trade names on this Website, including ARO PISTACHIOS, ARO, A•R•O, ORANDI RANCH, and A HERITAGE OF PISTACHIO FARMING, are registered or unregistered designations of ARO Pistachios, Inc.

14. GOVERNING LAW

These Terms of Use 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 these Terms of Use, 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 these Terms of Use, or the use of the Website or Service.

15. ARBITRATION

Any controversy between the parties to this agreement involving the construction or application of any of the terms, covenants, or conditions of these Terms of Use 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.

16. 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.

17. NO LICENSE

Nothing contained on the Website should be understood as granting you a license to use any of the trademarks, service marks, or logos owned by Company or by any third party.

18. LAWFUL USE

We make no representation that any of the materials or the services to which you are given access are available or appropriate for use. Your use of or access to the Website and Services should not be construed as us purposefully availing itself of the benefits or privilege of your jurisdiction.

19. DO NOT RELY ON THE WEBSITE

Opinions, advice, statements or other comments should not necessarily be relied upon and are not to be construed as professional advice from the Website or Website Owner. The Website and Website Owner do not guarantee the accuracy or completeness of any of the information provided, and are not responsible for any loss resulting from your reliance on such information.

20. USE OF INFORMATION

We reserve the right, and you authorize us, to use and assign all information regarding site uses by you and all information provided by you in any manner consistent with our Privacy Policy.

21. MODIFICATIONS

We may, in our sole discretion and without prior notice, (a) revise these Terms of Use; (b) modify the Website and/or the Service; and (c) discontinue the Website and/or Service at any time. We shall post any revision to these Terms of Use to the Website, and the revision shall be effective immediately on such posting, unless stated otherwise. You agree to review these Terms of Use 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.

22. 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.