

SEPC Website Terms and Conditions of Use

Effective date: November 1, 2019

WELCOME to the website of the Southeast Produce Council.

Please read the following terms and conditions of use before using our www.seproducecouncil.com website (this "Site"). By using the Site, you agree to use the Site in accordance with these terms of use, including our Privacy Policy:

SEPC Privacy Policy

The Southeast Produce Council ("SEPC") values individual privacy and we want to give visitors to our seproducecouncil.com website (the "Site") the opportunity to know what information we collect about them and how they can limit the use of personally-identifiable information beyond the purposes for which they first provided it.

At all times, SEPC reserves the right to disclose information where required by law or to comply with valid legal process (such as a search warrant, subpoena or court order), to protect SEPC's rights or property, including without limitation in the event of a transfer of control of SEPC or substantially all of its assets, or during emergencies when safety is at risk.

Whenever we change our policy, we will let you know by prominently posting a notice on our home page. Since these policy change notices last only for a limited time, however, you should check this Privacy Policy periodically to see if there have been any changes.

By accessing the Site, you acknowledge that you have read and understand this Privacy Policy, as well as our Terms and Conditions of Use, accept them, and agree to be legally bound by them. You should not use the Site if you have any objections to this Privacy Policy, or any of the Terms & Conditions.

Children's Privacy

SEPC does not knowingly collect personal information from children under the age of 18. If SEPC obtains knowledge that it has personally identifiable information about a child under 18 in retrievable form, particularly without verification of parental consent, SEPC will immediately destroy that information, and delete that information from our files.

Types of Information We Collect and How We Use It

Personally Identifiable Information

If you are over the age of 18, we may collect your name, address, phone number and email address if you communicate that information to us voluntarily. We will not share your personally identifiable information with anyone outside SEPC and its affiliated companies.

We may use this information to i) respond to an email or other inquiry or request from you, ii) to help improve our Site and our services, iii) to customize your experience at our Site, or iv) to send updates or notices about our organization. We may also combine this information with other generally or publicly available information to help us identify visitors' preferences or interests.

Non-Personal Information

In some cases, when you visit our Site, we may also collect information that is non-personally identifiable information or information that, by itself, cannot be used to identify or contact you. Examples of this type of information include the type of Internet browser or computer operating system you use, the date and time you visited our Site, the pages you accessed, the name of the Site from which you linked to our Site and other anonymous data involving your use of our site. We use this information to analyze trends and gather broad demographic information for aggregate use. This information is not linked to any personally identifiable information.

How We Use Cookies

We use "cookies" and other tracking technologies to enhance your online experience. These technologies help us recognize repeat visitors, facilitate the visitor's ongoing access to and use of the Site, and track usage behavior and compile aggregate data that can lead to website improvements. If you do not want information collected through the use of cookies, you can deny or accept the cookie feature using a simple procedure available in most browsers. If you block cookies, however, you may lose some website functionality.

Data Integrity and Security

We make reasonable commercial efforts to keep any information you provide as secure as possible. Only authorized employees or agents are permitted to have access to personally identifiable data about website visitors, and that access is limited to what is reasonably needed to perform an employee's responsibilities, such as providing updates or notices or customer service.

Third Party Collectors of Information

This Privacy Statement addresses only the use and disclosure of information we collect from you. Any information you disclose to a third party, such as other users or advertisers, is subject to that party's Privacy Statement. We encourage you to ask questions before you disclose your personal information to others.

Ownership of Site

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User Obligations

By accessing or using this Site, you agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of this Site.

Privacy Policy

The operation of certain portions of this Site and/or the receipt of certain information, such as registering through this Site to receive newsletters, requires the submission, use, and dissemination of various personally identifiable information. If you wish to receive access to the associated information, you agree that your use of this Site will constitute acceptance of SEPC's personally identifiable information collection and use practices. Please see SEPC's Privacy Policy above for a summary of those practices.

Links to Other Sites

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materials, accuracy of information and/or the quality of the products or services provided by, available through, or advertised on these third-party sites.

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BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR NEGLIGENCE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS SEPC'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THIS SITE IS TO STOP USING THIS SITE

Enforcing Security on this Site

SEPC reserves the right to monitor and record activity on this Site without notice or permission from you. Any information obtained by monitoring or recording is subject to review by law enforcement organizations in connection with investigation of possible criminal or unlawful activity on this Site as well as to disclosures required by or under applicable law or related government agency actions.

Term and Termination

This Terms and Conditions of Use Agreement will take effect at the time you begin accessing or using this Site. This agreement will terminate automatically, effective without notice, if you fail to comply with its terms and conditions. You may also terminate this agreement at any time by ceasing to use this Site. The provisions concerning proprietary rights, disclaimer of warranty, governing law, enforcing security on this Site, term and termination, waiver and severability, and entire agreement will survive the termination.

Miscellaneous

This Site is controlled and operated by SEPC from its offices within the United States. SEPC makes no representation that this Site is appropriate or available for use outside of the United States.

Waiver & Severability. Failure by SEPC to insist on strict performance of any of the terms of this Terms and Conditions of Use Agreement will not operate as a waiver of any subsequent failure of performance. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law, the remainder of the agreement will remain valid and enforceable according to its terms.

Entire Agreement. This Terms and Conditions of Use Agreement, including SEPC's Privacy Policy, and any associated product purchase agreements, which are all hereby incorporated by reference (as applicable), represent the entire agreement between you and SEPC with respect to use of this Site, and supersede all prior communications with respect to this Site. SEPC reserves the right to change the terms and conditions of this agreement by posting online a revised Terms and Conditions of Use Agreement or mailing and/or e-mailing notice thereof to you. Your continued use of this Site following any such modification will be conclusively deemed acceptance of any change to the terms and conditions of this agreement. Accordingly, please review this Terms and Conditions of Use Agreement found at this location on a periodic basis.

Contact Information

If you have questions regarding this Site or if you are interested in obtaining more information concerning SEPC or permission to use any SEPC content, please contact us at info@seproducecouncil.com, or call us at 877-720-SEPC (7372).