

## **Terms and Conditions**

### **Agreement between User and Country Meats, LLC**

Thank you for visiting the Country Meats, LLC website. It is presented by the Country Meats, LLC. This website is offered to you, the user ("User"), conditioned on acceptance of the terms, conditions, and notices contained herein, without modification. User access and utilization of this site constitutes acceptance of these terms and conditions. If you do not wish to consent to the terms, conditions and notice contained herein, please exit the website at this time. The website (the "Site") is comprised of various web pages operated by Country Meats, LLC ("Country Meats"). This website and information is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of <https://www.countrymeats.com/> constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

### **<https://www.countrymeats.com/> is an E-Commerce Site.**

The information contained in this website is for general informational purposes only. While Country Meats, LLC endeavors to keep the information up to date and correct, it makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

### **Privacy**

Your use of <https://www.countrymeats.com/> is subject to Country Meats' Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### **Privacy Policy and Public Records Law**

What We Collect and Store Automatically When You Visit the Website:

- Name of the domain from which you access the internet (for example, xcompany.com if you use a private Internet access account, or yourschool.edu if you connect from an educational institution's domain).
- The page from which you came and the pages that you access.
- Date and time you access our website.
- Internet address of the website from which you directly linked to our website.
- Your system's IP (Internet Protocol) address.
- The type of browser and operating system you used to access our website.

The information collected is used in aggregate to count the number and types of visitors to the different pages on our website to assist us in making our website more useful to visitors such as yourself and for other business purposes. We do not track or record personal data about individuals and their visits.

It is the policy of the State of Florida that all state records are open for public inspection. This policy is embodied in the Florida Constitution, together with the right of an individual to be free from unauthorized governmental intrusion into his/her private life, as provided in Article 1, Section 23. In recognition of these policies, the Country Meats, LLC has established this Internet Privacy Policy. It is unknown if any state records will or will not be on our website. However, Country Meats, assumes no responsibility or liability for any information, communications or materials available at such linked sites, or at any link contained in a linked site.

### **Electronic Communications**

Visiting <https://www.countrymeats.com/> or sending emails to Country Meats constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **Your Account**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Country Meats is not responsible for third party access to your account that results from theft or misappropriation of your account. Country Meats and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

A verifiable consumer request means a request that is made by a consumer, by a consumer on behalf of the consumer's minor child, or by a natural person or a person registered with the Secretary of State, authorized by the consumer to act on the consumer's behalf, and that the business can reasonably verify, pursuant to regulations adopted by the Attorney General pursuant to paragraph (7) of subdivision (a) of Section 1798.185 to be the consumer about whom the business has collected personal information. A business is not obligated to provide information to the consumer pursuant to Sections 1798.100, 1798.105, 1798.110, and 1798.115 if the business cannot verify, pursuant to this subdivision and regulations adopted by the Attorney General pursuant to paragraph (7) of subdivision (a) of Section 1798.185, that the consumer making the request is the consumer about whom the business has collected information or is a person authorized by the consumer to act on such consumer's behalf.

Codified under §501.171 of Chapter 501 of Title XXXIII of the Fla. Stat. is Florida's Information Protection Act of 2014 ('FIPA'), which expressly requires covered entities, government agencies and third-party agents to properly disclose of records containing personal information, to implement reasonable security measures, and to provide notification of data breaches.

### **Florida's data breach notification law is provided under §501.171(3)–(6) of FIPA.**

'Breach of security' or 'breach' means the unauthorized access of data in electronic form containing personal information. Good faith access of personal information by an employee or agent of the

Country Meats, LLC does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized use.

There are three instances where an entity must provide notice to others of a data security incident, as outlined below.

### **Notice to the Florida Attorney General**

A Country Meats, LLC must provide notice to the Florida Office of the Attorney General ('AG') affecting 500 or more individuals in Florida. The notice must be provided 'as expeditiously as practicable, but no later than 30 days after the determination of the breach or reason to believe a breach occurred.' A Country Meats, LLC may receive 15 additional days if the Country Meats, LLC provides a notification in writing to the AG within 30 days that good cause exists for the delay. Any notification of a need for additional time must include:

- a synopsis of the events surrounding the breach at the time the notice is provided;
  - the number of individuals in Florida who were or potentially were impacted by the breach;
  - information on any services related to the breach being offered or scheduled to be offered, without charge, by the Country Meats, LLC to individuals, along with instructions on how to use such services;
  - a copy of the breach notification letter sent to individuals or an explanation of other actions taken to notify individuals; and
  - the name, address, telephone number, and email address of the employee or agent of the Country Meats, LLC from whom additional information may be obtained.
- Upon further request, the Country Meats, LLC must also provide:
- a police report, incident report, or computer forensics report;
  - a copy of the policies in place regarding breaches; and
  - steps taken to rectify the breach.

A Country Meats, LLC may provide supplemental or additional information to the AG at any time.

If the Country Meats, LLC is part of the Florida judicial branch, the Executive Office of the Governor, the Department of Financial Services, or the FDACS, in lieu of providing written notice to the AG, the entity may post the information set forth above on an agency-managed website.

### **Notice to individuals**

A Country Meats, LLC must give notice to each individual in Florida whose personal information was, or the Country Meats, LLC reasonably believes to have been, accessed as a result of the breach.

#### Timing of notice

Notice to individuals must be made as expeditiously as practicable and without unreasonable delay, taking into account the time necessary to allow the Country Meats, LLC to determine the scope of the breach of security, to identify individuals affected by the breach, and to restore the reasonable integrity of the data system that was breached, but no later than 30 days after the

determination of a breach or reason to believe a breach occurred unless subject to an authorized delay (as described above).

### **Substitute notice**

A covered entity required to provide notice to an individual may provide substitute notice in lieu of direct notice if such direct notice is not feasible because the cost of providing notice would exceed \$250,000, because the affected individuals exceed 500,000 persons, or because the covered entity does not have an email address or mailing address for the affected individuals. Such substitute notice must include the following:

- a conspicuous notice on the internet website of the covered entity if the covered entity maintains a website; and
- notice in print and to broadcast media, including major media in urban and rural areas where the affected individuals reside.

### **Children Under Thirteen**

Country Meats does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use <https://www.countrymeats.com/> only with permission of a parent or guardian.

### **Links to Third Party Sites/Third Party Services**

<https://www.countrymeats.com/> may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Country Meats and Country Meats is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Country Meats is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Country Meats of the site or any association with its operators.

Certain services made available via <https://www.countrymeats.com/> are delivered by third party sites and organizations. By using any product, service or functionality originating from the <https://www.countrymeats.com/> domain, you hereby acknowledge and consent that Country Meats may share such information and data with any third party with whom Country Meats has a contractual relationship to provide the requested product, service or functionality on behalf of <https://www.countrymeats.com/> users and customers.

### **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use <https://www.countrymeats.com/> strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Country Meats that you will not use the Site for any purpose

that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Country Meats or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Country Meats content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Country Meats and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Country Meats or our licensors except as expressly authorized by these Terms.

### **Third Party Accounts**

You will be able to connect your Country Meats account to third party accounts. By connecting your Country Meats account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

### **International Users**

The Service is controlled, operated and administered by Country Meats from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Country Meats Content accessed through <https://www.countrymeats.com/> in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

In no event will the Country Meats, LLC, its officers, members, attorneys, telecommunication providers, service providers, or agents be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising out of, or relating to, the use of this website. You agree to indemnify, defend and hold harmless Country Meats, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Country Meats reserves the right, at its own cost, to assume

the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Country Meats in asserting any available defenses.

### **Arbitration**

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in Florida at a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

### **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Country Meats agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

### **Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. COUNTRY MEATS, LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

COUNTRY MEATS, LLC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE 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. COUNTRY MEATS, LLC

AND/OR ITS SUPPLIERS HEREBY DISCLAIM 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.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COUNTRY MEATS, LLC AND/OR ITS SUPPLIERS 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 SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF COUNTRY MEATS, LLC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

#### **Termination/Access Restriction**

Country Meats reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Florida and you hereby consent to the exclusive jurisdiction and venue of courts in Florida in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Country Meats as a result of this agreement or use of the Site. Country Meats' performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Country Meats' right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Country Meats with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Country Meats with respect to the Site and it supersedes all prior or contemporaneous

communications and proposals, whether electronic, oral or written, between the user and Country Meats with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

Country Meats reserves the right, in its sole discretion, to change the Terms under which <https://www.countrymeats.com/> is offered. The most current version of the Terms will supersede all previous versions. Country Meats encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

Country Meats welcomes your questions or comments regarding the Terms:

Address: Country Meats, LLC - 5750 SW First Lane Ocala, Florida 34474

Email Address:

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Telephone number: 1(800)277-8989

Effective as of February 01, 2021