

Privacy Policy & Terms of Use

Growers Express, LLC (“GE” or “us” or “we”) respects the privacy of every individual who visits our web site. This privacy policy covers the site at <http://www.growersexpress.com> (the “Site”). GE reserves the right to change this Privacy Policy & Terms of Use at any time, therefore you are responsible for periodically checking the Privacy Policy & Terms of Use for changes. Your continued access or use of this Site shall be deemed your conclusive acceptance of the modified Privacy Policy & Terms of Use.

Information Collection and Use

GE will not collect any personally identifiable information about you, unless you provide it to us voluntarily. If you do not want your personal information collected, please do not submit it to us. We may use your information to better understand your needs and to determine how we can improve our products and Site. We may also use that information to contact you to answer a question or respond to a comment you have submitted.

In some cases, we may collect information that is not personally identifiable. 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, and the name of the web site from which you linked to our site. This information is used only for internal review purposes such as tracking the total number of visitors to our Site on an aggregate, non-personally identifiable basis. This information may be used to help analyze site traffic and improve our Site. We may also aggregate such information to create statistical data and we may share that information with potential advertisers, partners, affiliates and other third parties. This information is not linked to any personal information.

Cookies are small pieces of information stored on your computer. We use cookies, which may include your IP address, to better understand how you use our Site and to help us tailor our Site to better match your needs and interests. You have the option whether to accept a cookie by resetting your browser to notify you whenever a cookie is being sent to your hard drive. You may also delete cookies manually from your hard drive. Please refer to your browser instructions or “help” screen to learn more about these functions.

Information Sharing and Disclosure

We do not share personal information with third parties, except as follows:

Service Providers. We may employ third party companies and individuals to facilitate the Site and to perform Site-related (e.g., without limitation, maintenance, database management, web analytics and improvement of the Site’s features) or to assist us in analyzing how our Site is being used. These third parties will have access to your personal information only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

Compliance with Laws and Law Enforcement. GE cooperates with government and law enforcement officials and private parties to enforce and comply with the law. We will disclose any information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process (including but not limited to subpoenas), to protect the property and rights of GE or a third party, to protect the safety of the public or any person, or to prevent or stop activity we may consider to be, or to pose a risk of being, any illegal, unethical or legally actionable activity.

Business Transfers. GE may sell, transfer or otherwise share some or all of its assets, including your personal information, in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy.

Security

We employ administrative, physical and electronic measures designed to protect your information from unauthorized access. We will make any legally required disclosures for any breach of the security, confidentiality, or integrity of your unencrypted electronically stored “personal data” (as defined in applicable state statutes on security breach notification) to you via email or conspicuous posting through the Site in the most expedient time possible and without unreasonable delay, insofar as consistent with (i) the legitimate needs of law enforcement or (ii) any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

Links to Other Websites

Our Site may contain links to other websites. The fact that we link to a website is not an endorsement, authorization or representation of our affiliation with that third party. We do not exercise control over third party websites. These other websites may place their own cookies or other files on your computer, collect data or solicit personal information from you. Other sites follow different rules regarding the use or disclosure of personal information you submit to them. We encourage you to read the privacy policies or statements of the other websites you visit.

Children under 13

The Site is not directed to children under 13. We do not knowingly collect personal information from children under 13. If a parent or guardian becomes aware that their child has provided us with personal information without their consent, contact us and we will delete such information from our files. If we become aware that a child under 13 has provided us with personal information, we will delete such information from our files.

Disclaimer

The information on this Site has been included in good faith, but is only for general informational purposes and should not be relied on for any specific purpose. No representation or warranty is given regarding the accuracy or completeness of the information on this Site. In no event will GE or its affiliates be responsible for any damages resulting from the use or reliance upon information from this Site. Furthermore, the material on this Site may contain technical inaccuracies or errors. Your browsing of this Site is at your own risk and GE does not represent or warrant the availability of this Site, lack of viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. Neither GE, nor any other person involved in creating this Site, shall be liable for any direct, incidental, consequential, indirect or punitive damages arising out of your use of the Site. You agree to defend, indemnify and hold GE, and its affiliates harmless from and against any and all claims, demands, liabilities, losses, damages, costs and expenses arising from your breach of this Privacy Policy & Terms of Use.

You are NOT authorized to use GE or affiliates name, mark or content on this Site in advertising, publicity or in any other commercial manner without the prior written consent of GE. Requests for authorization should be made to Growers Express, LLC, 1219 Abbott Street, Salinas, CA 93901, Attention: Corporate Counsel.

Contacting Us

If you have any questions about this Privacy Policy & Terms of Use, please contact us at info@growersexpress.com.

Last Updated: October 1, 2010