

MAN IN THE MOON FOODS

PRIVACY POLICY

Privacy Policy

Welcome to maninthemoonfoods.com. We maintain this web site as a service to our customers. Please review the following terms carefully. Your use of this site constitutes your agreement to be bound by this policy.

Our Commitment to Privacy

We value your privacy. Our Privacy Policy was developed as an extension of our commitment to combine the highest quality products and services with the highest level of integrity in dealing with our clients and partners. The Policy is designed to assist you in understanding how we collect, use and safeguard the personal information you provide to us and to assist you in making informed decisions when using our site and our products and services. This statement will be continuously assessed against new technologies, business practices and our customers' needs.

Information Collection

When you visit our web site you may provide us with two types of information: personal information you knowingly choose to disclose that is collected on an individual basis and web site use information collected on an aggregate basis as you and others browse our web site. If you choose to correspond further with us through e-mail, we may retain the content of your e-mail message together with your e-mail address and our responses. We provide the same protections for these electronic communications that we employ in the maintenance of information received by mail and telephone.

Information Use

Broadly speaking, Man in the Moon Foods and our exclusive affiliates use personal information for sales purposes of administering our business activities, providing customer service and making available other products and services to our customers and prospective customers. Occasionally, we may also use the information we collect to notify you about important changes to our web site, new services and special offers we think you will find valuable. The lists used to send you product and service offers are developed and managed under our traditional corporate standards designed to safeguard the security and privacy of our customers' personal information. As a customer, you will be given the opportunity to notify us of your desire not to receive these offers.

Cookies

Cookies are a feature of web browser software that allows web servers to recognize the computer used to access a web site. Cookies are small pieces of data that are stored by the web browser on your computer's hard drive. Cookies can remember what information you access on one web page to simplify subsequent interactions with that web site or to use the information to streamline your transactions on other areas of the web site. This makes it easier for you to navigate the Internet and to complete commercial transactions online. Cookies should make your online experience easier and more personalized.

We use web site browser software tools such as cookies and web server logs to gather information about our users' browsing activities, in order to constantly improve our web site and better serve our customers. This information assists us to design and arrange our web pages in the most user-friendly manner and to continually improve our web site to better meet the needs of our customers and prospective customers.

Cookies help us collect important business and technical statistics. The information in cookies lets us trace the paths followed by users to our web site as they move from one page to another. Web server logs allow us to count how many people visit our web site and evaluate our web site's visitor capacity. We do not use these technologies to capture your individual e-mail address or any personally identifying information about you although they do permit us to send focused online banner advertisements or other such responses to you.

Information Sharing

We reserve the right to share aggregated demographic information with our partners and advertisers. This is not linked to any personal information that can identify any individual person.

From time to time you may notice offers from outside companies advertised on our web site. We take measures to select product or service providers that are responsible and afford privacy protections to their customers. However, we cannot make any representations about the practices and policies of these companies.

We use third-party advertising companies to serve ads when you visit our website. These companies may use information (not including your name, address, email address, or telephone number) about your visits to this and other websites in order to provide advertisements about goods and services of interest to you. If you would like more information about this practice and to know your choices about not having this information used by these companies, [click here](#).

Opt-In Policy

We may enter into strategic marketing alliances or partnerships with third parties who will be given access to personal information including your name, address, telephone number and e-mail only if you OPT IN to such under the “website announcements” option. In connection with strategic marketing alliances or partnerships, we will retain all ownership rights to the information, and we will not share information regarding your social security number or other personal financial data.

Security

This web site takes every precaution to protect our users’ information. When you submit sensitive information via the web site, your information is protected both online and off-line.

When our registration form asks you to enter sensitive information (e.g., credit card number, social security number), that information is encrypted and is protected with the best encryption software in the industry – Secure Socket Layer (SSL) protocol. While on a secure page, the lock icon at the bottom of the Microsoft Internet Explorer browser should be locked and the key icon on Netscape Navigator should be unbroken.

Notice of New Services and Charges

Occasionally, we may also use the information we collect to notify you about important changes to our web site, new services and special offers we think you will find valuable. As our client, you will be given the opportunity to notify us of your desire not to receive these offers by clicking on a response box when you receive such an offer or by sending us an e-mail to the information update address listed below.

Information Updates

You may update your account information in any of the following ways:

Send e-mail or mail to Rod Taylor at the address listed on our Contact Us page.

Call the phone number listed on our Contact Us page.

Legally Compelled Disclosure of Information

We may disclose information when legally compelled to do so, in other words, when we, in good faith, believe that the law requires it or for the protection of our legal rights.

Links to Other Web Sites

Man in the Moon Foods reviews all links to third party websites and takes very seriously the review of the third-party material.

Please remember that when you use a link to go from our web site to another web site, that that website has its own website policies. Your browsing and interaction on any other web site, including web sites which have a link on our web site, is subject to that web site's own rules and policies. Please read over those rules and policies before proceeding.

Feedback

If you have questions about information, security, privacy, and usage at Man in the Moon Foods that have not been answered here, please contact using the information on our on our Contact Us page.

MAN IN THE MOON FOODS

TERMS OF SERVICE

Terms of Service

Welcome to maninthemoonfoods.com. We maintain this web site as a service to our customers. Please review the following terms carefully. Your use of this site constitutes your agreement to be bound by these Terms.

Acceptance of Agreement

The provisions in this section are referred to as the “Terms of Use” and constitute an agreement between you and maninthemoonfoods.com. You acknowledge and agree that you have read the terms of use carefully, understand each of them and agree to be bound by all of them. If you do not agree to the Terms of Use, you may not access or otherwise use maninthemoonfoods.com and should exit the site.

Modifications

Man in the Moon Foods may modify the terms of this Agreement or any of the policies or guidelines governing the site, at any time and in its sole discretion, by posting the modified Terms of Use Agreement on the site. The modifications shall be effective upon such posting. You agree to review this Agreement periodically so that you are aware of any modifications. Your continued use of the site indicates your full acceptance of the Terms of Use Agreement in its then current form each time you use the site.

Acknowledgment of Copyright and Indemnity

Man in the Moon Foods takes the matter of copyright violation very seriously. We make all possible efforts to ensure all articles are properly cited. Many articles are peer reviewed and authors or copyright holders sign agreements granting Man in the Moon Foods a sub-license or a license to publish the content either online or in any media, depending on the agreement. Users are expected to follow proper citation and copyright laws if they are using Man in the Moon Foods content as a primary or secondary source in any publication or written document. Content providers, paid subscribers and the free users of Man in the Moon Foods specifically agree to indemnify Man in the Moon Foods against any copyright or intellectual property infringement case that may arise through the use of any content within the Man in the Moon Foods’ website. Assignment of Subscription or Contract. User agrees that their subscription to any Man in the Moon Foods product or service may be assigned in part or in its entirety to any purchaser of all or substantially all of Man in the Moon Foods business (or any asset or service pertaining to the line of business to which the Terms of Service relates).

Security

This web site takes every precaution to protect our users' information. When you submit sensitive information via the web site, your information is protected both online and off-line. When our registration form asks you to enter sensitive information (e.g., credit card number, social security number), that information is encrypted and is protected with the best encryption software in the industry – Secure Socket Layer (SSL) protocol. While on a secure page, the lock icon at the bottom of the Microsoft Internet Explorer browser should be locked and the key icon on Netscape Navigator should be unbroken.

Notice of New Services and Charges

Occasionally, we may also use the information we collect to notify you about important changes to our web site, new services and special offers we think you will find valuable. As our client, you will be given the opportunity to notify us of your desire not to receive these offers by clicking on a response box when you receive such an offer or by sending us an e-mail at maninthemoonfoods.com

Legally Compelled Disclosure of Information

We may disclose information when legally compelled to do so, in other words, when we, in good faith, believe that the law requires it or for the protection of our legal rights.

Links to Other Web Sites

Man in the Moon Foods reviews all links to third party websites and takes very seriously the review of the third-party material. Please remember that when you use a link to go from our web site to another web site, that that website has its own website policies. Your browsing and interaction on any other web site, including web sites which have a link on our web site, is subject to that web site's own rules and policies. Please read over those rules and policies before proceeding.

Restrictions of Use

Man in the Moon Foods subscriptions are non-transferrable and may not be shared with any other individual or organization without the prior written consent of Man in the Moon Foods. Subscribers username, password, or any login credentials are for their personal use only, and you may not permit unauthorized access to Man in the Moon Foods without the expressed written consent of Man in the Moon Foods. Subscribers and their respective firms specifically agree not

to make any derivative work from the licensed content without the prior written consent of Man in the Moon Foods. Subscribers will not sub-license, extract, copy, store, manipulate, package or prepare any derivative works. Man in the Moon Foods warrants that providing the licensed data to Subscriber does not infringe on the proprietary rights of any third party. Man in the Moon Foods retains all copyrights to the licensed data.

Scripts

Man in the Moon Foods does not allow scripts or automated computer programs of any kind. The use of any computer language script, automated or algorithmic program is expressly prohibited and a violation of terms of service and the copyright protections afforded to Man in the Moon Foods.

Limitation of Liability

We are not a law firm or a substitute for an attorney or law firm. We cannot provide any kind of advice, explanation, opinion, or recommendation about possible legal rights, remedies, defenses, options, selection of forms or strategies. The products offered by Info@maninthemoonfoods.com are not a substitute for the advice of an attorney. The materials available on the site is provided “as is” without any express or implied warranty of any kind including warranties of merchantability, noninfringement of intellectual property, or fitness for any particular purpose. In no event shall Info@maninthemoonfoods.com or its agents or officers be liable for any damages whatsoever (including, without limitation, damages for loss of profits, business interruption, loss of information) arising out of the use of or inability to use the materials, even if Info@maninthemoonfoods.com has been advised of the possibility of such damages. Each user of this system assumes all responsibility and risk for the use of the materials. Info@maninthemoonfoods.com does not assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any material on the sites. Info@maninthemoonfoods.com will not be liable for any compensatory, special, direct, incidental, indirect, consequential damages, exemplary damages or any other damages resulting from loss of use, data, or profits, arising out of or in connection with the use or performance of the materials, however caused, whether for breach of contract, warranty, negligence, or otherwise, and whether or not Info@maninthemoonfoods.com has been advised of the possibility of such damage. If this limitation of liability or the exclusion of warranty is held inapplicable or unenforceable for any reason, then Info@maninthemoonfoods.com’s maximum liability for any type of damages shall be limited to U.S. \$100.00. These limitations will apply notwithstanding the failure of any essential purpose of any limited remedy.

Indemnification

You agree to indemnify, defend and hold Man in the Moon Foods and its affiliates, and any of their officers, directors, owners, agents, employees, information providers, licensors and licensees (collectively, the “Indemnified Parties”) harmless from and against any and all liability and costs, including, without limitation, attorneys’ fees and costs incurred by the Indemnified Parties in connection with any claim arising from your violation of this Agreement, state or federal securities laws or regulations, or any third party’s rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights.

Use of Information

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

Governing Law

This Agreement shall be treated as though it were executed and performed in New York, New York, and shall be governed by and construed in accordance with the substantive law of the state of New York, without regard to conflict of laws provisions. Any cause of action by you with respect to Man in the Moon Foods (and/or any information, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All legal proceedings arising out of or in connection with this Agreement shall be brought solely in New York, New York. You expressly submit to the exclusive jurisdiction of said courts and consent to extra-territorial service of process. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect.

Entire Agreement

This Agreement constitutes the entire and only agreement between us and you and supercedes any and all prior or contemporaneous agreements, representations, warranties and understandings with respect to the site, the content, goods and services provided by or through the site, and the subject matter of this Agreement. To the extent that anything in or associated with the site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of this Agreement.

Notice

Any notice to Man in the Moon Foods that is required or permitted by this Agreement shall be in writing and shall be deemed effective upon receipt, when sent by confirmed e-mail or when

delivered in person or mailed by first class, registered or certified mail, postage prepaid, to the address on our [Contact Us](#) page.