**Terms and Conditions**

**Jason’s Super Foods, LLC. Customer Agreement**

This Agreement (the “Agreement”) is an agreement between you and Jason’s Super Foods, LLC. (“Jason’s Super Foods”) regarding the terms and conditions under which you may use the Web site [www.jasonssuperfoods.com](http://townandcountrymarkets.com/) and receive Jason’s Super Foods emails and goods and services online. Your use of this site means you agree to the terms and conditions in this policy. If you don’t agree with all the terms and conditions, please don’t use this site.

For questions about this site or this policy, please email jasonssuperfoods@gmail.com

**Recipes**

In no event shall Jason’s Super Foods, its affiliates and its third-party providers, be liable to you or any third parties for any illness or damages of any kind, direct or indirect, arising out of, or in any way connected with, your use of the information or recipes provided on, or accessed through, this Web site. Web service provider Michelle Jensen Design, its affiliates and third-party providers disclaim any liability, loss or obligation in connection with the content provided on this Web site. This site, and the recipes and information contained herein, are provided strictly “as is” and without warranty of any kind, and should not be construed in any way as medical advice or instruction. Consult the appropriate health professionals before using any of the recipes or information on this Web site.

**Online Gift Card Purchase**

If Gift Cards can be purchased via this Web site, delivery times cannot be guaranteed by Jason’s Super Foods. The cards will be sent via the US Postal Service. From time to time, gift cards may be temporarily unavailable.

**Information**We make every effort to provide accurate information in all our communication – regarding our stores and services and products, ingredients, nutrition, special diets, partnerships, promotions and prices, etc. However, information is gathered from many sources and individuals, so we cannot guarantee its accuracy, and on many occasions manufacturers change their ingredients lists without notification or product supply is limited. All materials related to health information are provided for educational purposes only. Some of this content comes from third parties and unless specifically stated, Jason’s Super Foods does not vouch for the correctness of such information. You should always consult a physician regarding the applicability of any opinions or recommendations with respect to any symptoms, medical condition or special dietary restrictions.

**Electronic Communications**

Customers who voluntarily opt in to receive our email notifications of sales and events, emails, or other information can opt out of receiving those emails by visiting www.jasonssuperfoods.com

**Children**

Jason’s Super Foods’ Web site is intended for people over 13 years of age. We don’t knowingly collect personal information from children under 13. So that we may comply with the Children’s Online Privacy Protection Act, we ask that children under the age of 13 not provide any personal information on this site.

**License and Proprietary Rights Copyright and Ownership**

Your use of the materials included on this website is for personal, informational and shopping purposes only. The content, design, text, photographs, graphics and interfaces on this Web site; and the gathering and arrangement thereof, are the property of or duly licensed to Jason’s Super Foods. Consent is granted to view, electronically copy, and print on paper portions of the site for personal use. Any other use of materials on this site for other purposes without the prior written permission Jason’s Super Foods is strictly prohibited. You acknowledge Jason’s Super Foods and/or third-party providers remain the owners of such material and ownership rights are not acquired by downloading copyrighted material. Jason’s Super Foods reserves the right to revoke this authorization at any time and any use shall be discontinued immediately on written notice from Jason’s Super Foods.

**Trademarks**Jason’s Super Foods logos, and all titles, characters, names and graphics are proprietary to Jason’s Super Foods and may not be used by anyone else without the express permission of Jason’s Super Foods. All other trademarks, service marks, product names, and company names or logos appearing on this Web site are the property of their respective owners and no ownership rights of such marks, logos, or names are acquired by using this site.

**Privacy Policy**

Please review our Privacy Policy, which also governs your use of Jason’s Super Foods’ Web sites.

**Comments and Correspondence**

In those areas in which site users are invited to post comments, suggestions, questions and other content, users agree to refrain from posting any obscene, libelous or inappropriate language or subject matter. This includes a prohibition against any chain letters, political or unsolicited commercial advertising or email, viruses or malicious codes or programs viruses, or any content that, to a reasonable person, may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening, or malicious. Users may not disseminate or transmit files, graphics, software, or other material that actually or potentially infringes the copyright, trademark, patent, trade secret, or other intellectual property right of any person. You may not create a false identity or otherwise attempt to mislead any person as to the identity or origin of any communication. Jason’s Super Foods has the right to remove any content submitted, or use any content submitted in any media.

**Warranty Disclaimer; Limitation of Liability; Indemnification**

YOU EXPRESSLY AGREE THAT USE OF JASON’S SUPER FOODS WEB SITE AND THE INTERNET IS ENTIRELY AT YOUR OWN RISK. ALL CONTENT IS OFFERED ON AN “AS IS” AND “AS AVAILABLE” BASIS TO THE EXTENT PERMITTED BY APPLICABLE LAW. JASON’S SUPER FOODS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY INFORMATION, SERVICES, AND PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH JASON’S SUPER FOODS WEB SITE.  JASON’S SUPER FOODS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO THE AVAILABILITY, ACCURACY, OR CONTENT OF ANY INFORMATION, SERVICES, OR PRODUCTS OBTAINED THROUGH THE SITE. JASON’S SUPER FOODS DOES NOT WARRANT THAT THE FUNCTIONS ON THE SITE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

NEITHER JASON’S SUPER FOODS NOR ANY OF ITS DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, REPRESENTATIVES, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS, OR LICENSORS SHALL BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES; LOSS OF DATA, INCOME, OR PROFIT; OR LOSS OR DAMAGE TO PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE, THE SITE. YOUR SOLE AND EXCLUSIVE SHALL BE TO DISCONTINUE YOUR USE OF JASON’S SUPER FOODS WEB SITE.

The material offered on this Web site is for lawful purposes only. Jason’s Super Foods controls and operates this for its operations in the state of North Dakota, USA. . Jason’s Super Foods makes no representation that these materials are appropriate or available for use in other locations. If you use the site from other locations, you are responsible for compliance with applicable local laws. Price and availability information is subject to change without notice.

You agree to defend, indemnify, and hold Jason’s Super Foods harmless from any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, and expenses, including attorney’s costs and costs, arising in connection with a violation of this Agreement.

**Miscellaneous Notices**

Jason’s Super Foods may notify you of any changes to this agreement through a general posting on the Jason’s Super Foods Web site or by electronic mail.

**Entire Agreement**

This Agreement and the Privacy Policy referred to herein represent your entire agreement with Jason’s Super Foods regarding the use of Jason’s Super Foods Web Site(s). You agree that this Agreement is not intended nor does it confer any rights or remedies upon any person other than you, Jason’s Super Foods and any related entity under common control. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect. The failure of either party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. This Agreement shall be governed by the laws of the state of North Dakota. You expressly agree that exclusive jurisdiction for any claim or dispute with Jason’s Super Foods or relating in any way to your use of Jason’s Super Foods Web site resides in the federal and state courts of North Dakota and you further expressly consent and agree to personal jurisdiction by the state and federal courts sitting in the state of North Dakota in connection with any such dispute, including any claim involving Jason’s Super Foods parties. Any cause of action by you must be instituted within one year after the claim or cause of action has arisen, or be barred.

**Amendments**Jason’s Super Foods may amend this Agreement at any time by posting the amended terms on our Site. We recommend periodic visits to this page to make sure you understand the agreement to which you are bound. This agreement was last revised on August 11, 2015.