# Terms of Use & Privacy Policy ANTONIO TARRELL, LLC

DACurve by Antonio Tarrell

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Terms of Use & Privacy

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# **Terms of Use & Privacy**

#### **ADDITIONAL TERMS**

Certain features or services offered on the ANTONIO TARRELL,LLC Sites may be subject to separate guidelines, terms and conditions which may be posted by ANTONIO TARRELL,LLC from time to time ("Additional Terms"). All Additional Terms are hereby incorporated by reference into these Terms. In most cases the Additional Terms are specific to a particular feature of a ANTONIO TARRELL,LLC Site or a service or offering provided on a ANTONIO TARRELL,LLC Site, but to the extent of any inconsistency between these Terms and any Additional Terms, these Terms will prevail.

# PRIVACY POLICY

The ANTONIO TARRELL, LLC Privacy Policy provides information and notices concerning ANTONIO TARRELL, LLC collection and use of your personal and non-personal information with respect to the ANTONIO TARRELL, LLC Sites. By accessing, downloading or using the ANTONIO TARRELL, LLC Sites and accepting these Terms, you are also subject to the ANTONIO TARRELL, LLC Privacy Policy, which is hereby incorporated into and made part of these Terms.

#### LICENSE & SITE ACCESS

All content included on the ANTONIO TARRELL,LLC Sites (including but not limited to, text, design, graphics, logos, button icons, images, sounds, audio clips, digital downloads, data compilations and software, as well as the selection and arrangement thereof) (collectively, "ANTONIO TARRELL,LLC Content"), is the exclusive property of ANTONIO TARRELL,LLC, its licensors or its content suppliers and is protected by United States and/or foreign copyright, trademark and other applicable laws.

ANTONIO TARRELL,LLC grants you a limited, revocable and non-exclusive license to access and make personal and non-commercial use of the ANTONIO TARRELL,LLC Sites, subject to the terms of these Terms. ANTONIO TARRELL,LLC strictly prohibits all other uses of the ANTONIO TARRELL,LLC Sites and ANTONIO TARRELL,LLC Content, including but not limited to:

• any downloading, copying, modifying or other use of the ANTONIO TARRELL,LLC Sites or ANTONIO TARRELL,LLC Content for any purposes competitive to

ANTONIO TARRELL,LLC or for the benefit of another vendor or any third party;

- framing or utilizing framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form);
- any collection and use of any product listings, descriptions, or prices;
- any use of any meta tags or any other "hidden text" utilizing ANTONIO TARRELL,LLC name or trademarks;
- any use of data mining, robots, or similar data gathering and extraction tools.
- any caching or linking to a ANTONIO TARRELL,LLC Site, including in a manner that portrays ANTONIO TARRELL,LLC or its products or services in a false, misleading, derogatory, offensive or any other manner which ANTONIO

TARRELL,LLC in its sole discretion, may find to be objectionable; and

• any uploading, posting or transmitting of any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer.

You are responsible for obtaining access to the ANTONIO TARRELL,LLC Sites, and any third-party fees (such as Internet service provider or airtime charges). You must provide and are responsible for all equipment necessary to access the ANTONIO TARRELL,LLC Sites. You may not bypass any measures that have been implemented to prevent or restrict access to the ANTONIO TARRELL,LLC Sites. Any unauthorized access to the ANTONIO TARRELL,LLC Sites by you shall terminate the permission or license granted to you by ANTONIO TARRELL,LLC.

ANTONIO TARRELL,LLC may terminate the foregoing licenses at any time for any reason or no reason, with or without notice, including for any unauthorized use. Except for the rights and licenses expressly granted, ANTONIO TARRELL,LLC reserves all other rights and no other rights are granted by implication or otherwise.

#### **CONTENT YOU SUBMIT**

Visitors may post reviews, comments, and other content, send e-cards and other communications, and submit suggestions, ideas, comments, questions, or other information or materials (collectively, "User Content") on or through the ANTONIO TARRELL,LLC Sites, provided that the User Content:

- is not confidential and proprietary (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements)
- does not violate or infringe any patent, trademark, trade secret, copyright or other proprietary or privacy rights of any third party and is not illegal, obscene, threatening, defamatory, objectionable, or otherwise injurious to any third party;

- does not contain software viruses or malware;
- does not consist of political campaigning, chain letters, mass mailings, or any form of "Spam".
- does not contain advertisements or solicitations of any kind, or other commercial content;
- is not designed to impersonate any person or entity and does not use a false e-mail address, impersonate any person or entity, or otherwise misleading as to the source;
- does not contain messages by non-spokesperson employees of ANTONIO TARRELL,LLC or any of its brands purporting to speak on behalf of ANTONIO TARRELL,LLC or containing confidential information or expressing opinions concerning ANTONIO TARRELL,LLC and its brands;
- does not offer unauthorized downloads of any copyrighted, confidential or private information; and
- does not contain personal information (such as messages that include phone numbers, government identifiers, payment card information, account numbers, addresses or employer references), unless ANTONIO TARRELL,LLC expressly asks you to provide such information.

ANTONIO TARRELL,LLC is not obligated to, but reserves the right, to monitor, remove or edit User Content in its sole discretion.

If you do post any User Content, you grant ANTONIO TARRELL,LLC a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, broadcast, and display such User Content throughout the world in any media. You grant ANTONIO TARRELL, LLC and its sublicensees the right to use throughout the world the name that you submit in connection with your User Content, if we or they so choose. You represent and warrant: that you own or otherwise control all of the rights to your User Content that you post;; that use of your User Content does not violate these Terms nor infringes, misappropriates or violates any third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights or rights of publicity or privacy; that your User Content does not violate any applicable laws or regulations and will not cause injury to any person or entity; and that you will indemnify ANTONIO TARRELL,LLC, including licensors against all claims, including an attorneys' fees relating to that defence thereof, resulting from your User Content. To the full extent permissible by applicable law, ANTONIO TARRELL, LLC takes no responsibility and assumes no liability for any User Content posted by you or any third party on or through a ANTONIO TARRELL,LLC Site.

#### **USER ACCOUNTS**

Certain ANTONIO TARRELL,LLC Sites may allow you to create a user account ("Account"). You may only create an Account if you are over thirteen (13) years of age, and provide accurate registration information as required by the applicable ANTONIO TARRELL,LLC Site. You are responsible for maintaining the confidentiality of your Account username and password and for restricting access to your computer. You are responsible for keeping such information current, complete, accurate and truthful. You agree to accept responsibility for all activities that occur under your Account and to provide only current, complete, accurate and truthful information. You agree to immediately notify ANTONIO TARRELL,LLC of any unauthorised use of your password or Account and any other breach of security. ANTONIO TARRELL,LLC cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

We reserve the right to refuse service and/or suspend or terminate Accounts without prior notice if these Terms are violated or if we decide, in our sole discretion, that it would be in ANTONIO TARRELL,LLC best interests to do so.

#### **ACCURACY & AVAILABILITY OF PRODUCTS**

ANTONIO TARRELL,LLC attempts to be accurate at all times when describing our products on a ANTONIO TARRELL,LLC Site. However, ANTONIO TARRELL,LLC does not warrant that descriptions and any other content or information accessible on the ANTONIO TARRELL,LLC Sites are accurate, complete, reliable, current or error-free.

Reference to any product or service on a ANTONIO TARRELL,LLC Site does not constitute an offer to sell or supply that product or service and does not mean that the product or service is available directly by ANTONIO TARRELL,LLC to customers, available in all countries, or that the name, description or specification of the product or service will be the same as that included on the ANTONIO TARRELL,LLC Site. Specific advice concerning the availability and suitability of any particular product or service should be sought from the local ANTONIO TARRELL,LLC affiliate or distributor concerned.

#### THIRD PARTY CONTENT

On certain ANTONIO TARRELL,LLC Sites, third parties other than ANTONIO TARRELL,LLC may operate stores, provide services or sell product lines on the ANTONIO TARRELL,LLC Sites, or you may find links to certain other third party websites (collectively, "Third Party Sites"). ANTONIO TARRELL,LLC is not

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responsible for examining or evaluating, and does not warrant the offerings of, any of these businesses or individuals or the content, security or privacy practices of any Third Party Site. ANTONIO TARRELL,LLC does not assume any responsibility or liability for the actions, products, and/or content of any of these Third Party Sites. We encourage you to carefully review each Third Party Site's privacy policy and other terms and conditions of use.

#### SITE DISRUPTIONS

ANTONIO TARRELL,LLC makes its best efforts to minimize the disruptions on the ANTONIO TARRELL,LLC Sites. However, ANTONIO TARRELL,LLC does not warrant that the ANTONIO TARRELL,LLC Sites will be error-free and that our services will not be interrupted or otherwise affected by any problems or bugs. ANTONIO TARRELL,LLC does not assume any responsibility or liability for such problems or bugs.

## DISCLAIMERS AND LIMITATION OF LIABILITY

THE ANTONIO TARRELL,LLC SITES ARE PROVIDED BY ANTONIO TARRELL,LLC ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. ANTONIO TARRELL,LLC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE ANTONIO TARRELL,LLC SITES OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON THE ANTONIO TARRELL,LLC SITES.

YOU EXPRESSLY AGREE THAT YOUR USE OF THE ANTONIO TARRELL,LLC SITES IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, ANTONIO TARRELL,LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANTONIO TARRELL,LLC DOES NOT WARRANT THAT THE ANTONIO TARRELL,LLC SITES, THEIR SERVERS, OR E-MAILS SENT FROM ANTONIO TARRELL,LLC OR ON ANTONIO TARRELL,LLC BEHALF BY ITS SERVICE PROVIDERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANTONIO TARRELL,LLC WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE ANTONIO TARRELL,LLC SITES, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES. CERTAIN LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY

TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

# **INDEMNITY**

You will indemnify and hold harmless ANTONIO TARRELL,LLC, its parent, subsidiaries and affiliates and their directors, employees, representatives, agents, licensors, and service providers (the "ANTONIO TARRELL,LLC Parties") from and against any and all fines, penalties, liabilities, losses and other damages of any kind whatsoever (including attorneys' and experts' fees), incurred by the ANTONIO TARRELL,LLC Parties against any and all claims arising out of (1) your breach of these Terms; (2) fraud you commit, or your intentional misconduct or gross negligence; or (3) your violation of any applicable U.S. of foreign law or the rights of a third party. The applicable ANTONIO TARRELL,LLC Party will control the defense of any claim to which this indemnity may apply, and in any event, you shall not settle any claim without the prior written approval of such ANTONIO TARRELL,LLC Party.

# CHANGES TO THE ANTONIO TARRELL, LLC SITES

ANTONIO TARRELL,LLC may terminate these Terms and deny you access to one or more of the ANTONIO TARRELL,LLC Sites (or any part thereof) at any time, immediately and without notice, if in ANTONIO TARRELL,LLC sole discretion you fail to comply with any term or condition of these Terms.

ANTONIO TARRELL,LLC also reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the ANTONIO TARRELL,LLC Sites (or any part thereof) with or without notice. You agree that ANTONIO TARRELL,LLC shall not be liable to you or to any third party for any termination of access or for any modification, suspension or discontinuance of the ANTONIO TARRELL,LLC Sites.

#### TRADEMARKS

The trademarks, tradenames, service names, logos, marks of indicia or other proprietary graphics displayed on the ANTONIO TARRELL, LLC Sites (collectively, "Marks") are the property of ANTONIO TARRELL, LLC or its licensors, content providers or other parties under applicable trademark laws of the United States and other countries. All other trademarks not owned by ANTONIO TARRELL, LLC or its subsidiaries that appear on the ANTONIO TARRELL, LLC Sites are the property of their respective

owners, who may or may not be affiliated with, connected to, or sponsored by ANTONIO TARRELL.LLC or its subsidiaries.

You are prohibited from using or displaying any of DACURVE appearing on any ANTONIO TARRELL, LLC Site in any manner including, but not limited to use as meta tags on other pages or sites without the written permission of ANTONIO TARRELL, LLC or such third party which may own the applicable DACURVE.

# CLAIMS OF COPYRIGHT INFRINGEMENT

It is ANTONIO TARRELL,LLC policy to respond to claims of copyright infringement. Pursuant to the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) (the "DMCA"), notifications of claimed copyright infringement by third parties should be sent to ANTONIO TARRELL,LLC Copyright Agent. If you believe that your copyrighted work is being used on a ANTONIO TARRELL,LLC Site in a way that constitutes copyright infringement, please notify our Copyright Agent in writing with the following information (to be effective, the notification must be in writing and provided to our Copyright Agent):

To be effective under the DMCA, notification of claims of copyright infringement by third parties must be a written communication to ANTONIO TARRELL, LLC Agent that includes the following:

- (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;
- (b) a description of the copyrighted work or other intellectual property that you claim has been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and a description of where the material that you claim is infringing is located on the applicable ANTONIO TARRELL,LLC Site;
- (d) your address, telephone number, and, if available, email address;
- (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please be advised that you may be held liable for damages based on certain material misrepresentations contained in a DMCA infringement notice.

# **EXPORT CONTROL**

You acknowledge that any purchased goods licensed or sold on the ANTONIO TARRELL,LLC Sites may be subject to the customs and export control laws and regulations of the United States and the customs and export laws and regulations of the country in which the products are otherwise sold, manufactured and/or received, as applicable. By purchasing, downloading or using technology or software from the ANTONIO TARRELL,LLC Sites, you agree to abide by the applicable laws, rules and regulations and you represent and warrant that you will not transfer, by electronic transmission or otherwise, the software or technology to a foreign national or a foreign destination in violation of the law.

# **GENERAL**

These Terms, including the ANTONIO TARRELL,LLC Privacy Policy, and any Additional Terms you may enter into with ANTONIO TARRELL,LLC in connection with the ANTONIO TARRELL,LLC Sites, shall constitute the entire agreement between you and ANTONIO TARRELL,LLC concerning the ANTONIO TARRELL,LLC Sites.

To the fullest extent permitted by law, use of the ANTONIO TARRELL,LLC Sites, and any dispute of any sort that might arise between you and ANTONIO TARRELL,LLC, shall be governed by all applicable federal laws of the United States and the laws of the State of Mississippi, without giving effect to its conflict of laws provision. To the fullest extent permitted by law, you hereby expressly agree that any proceeding arising out of or relating to your use of the ANTONIO TARRELL,LLC Sites shall be instituted in a state or federal court sitting in Oxford, Mississippi.

The failure of ANTONIO TARRELL,LLC to act with respect to a breach of these Terms by you or others does not waive ANTONIO TARRELL,LLC right to act with respect to subsequent or similar breaches. If any content on the ANTONIO TARRELL,LLC Sites, or your use of the ANTONIO TARRELL,LLC Sites, is contrary to the laws of the place where you reside when you access the ANTONIO TARRELL,LLC Sites, the ANTONIO TARRELL,LLC Sites are not intended for you, and we ask you not to use the ANTONIO TARRELL,LLC Sites. You are responsible for informing yourself of the laws of your jurisdiction and complying with them.

You may not assign these Terms (or any rights, benefits or obligations hereunder) by operation of law or otherwise without the prior written consent of ANTONIO TARRELL,LLC, which may be withheld at ANTONIO TARRELL,LLC sole discretion. Any attempted assignment that does not comply with these Terms shall be null

and void. ANTONIO TARRELL, LLC may assign these Terms, in whole or in part, to any third party in its sole discretion.

# **UPDATES TO THESE TERMS**

To the full extent permissible by applicable law in your jurisdiction, ANTONIO TARRELL,LLC reserves the right to modify or update these Terms at any time without notice and your continued use of the ANTONIO TARRELL,LLC Sites after we post any revised Terms means you agree to be bound by such modifications or updates. We will notify you of any changes to these Terms by posting a new Terms of Use and updating the "last modified" date at the top of this page.

If any of these Terms shall be deemed invalid, void, or for any reason unenforceable, that term or condition shall be deemed severable and shall not affect the validity and enforceability of any remaining terms and conditions.

# **CONTACT US**

If you have any questions or comments regarding these Terms, or sending us an email or send a letter to: ANTONIO TARRELL, LLC 116 S Murphree Ave, Bruce, MS 38915 or info@dacurve.com.

You acknowledge, by accessing, using and visiting the ANTONIO TARRELL,LLC and by providing information to ANTONIO TARRELL,LLC, that you accept this Privacy Policy and ANTONIO TARRELL,LLC privacy practices, including with regard to ANTONIO TARRELL,LLC collection, use and disclosure of personal information. Please do not provide us with any personal information that you do not want to be used by ANTONIO TARRELL,LLC in the manner set out in this Privacy Policy.

Unless otherwise defined in this Privacy Policy, capitalized terms used in this Privacy Policy have the same meaning as in our Terms of Use, accessible at www.dacurve.com.

How We Collect Information
What Information We Collect & How We Use It
Cookies
Pixel Tags
How We Share Information
Your Privacy Choices
Transfer of Data to Other Countries
Security
Third Party Links
Social Networks & Public Forums
Contest and Promotions
Children's Privacy
Notice to California Residents
Updates to this Privacy Policy
Contact Us

#### HOW WE COLLECT INFORMATION

We collect information that you voluntarily provide when you use certain features of the ANTONIO TARRELL, LLC Sites, such as such as when you sign up to obtain ANTONIO TARRELL, LLC newsletters or information on ANTONIO TARRELL, LLC products or events, apply for employment, request free samples, call or email us or communicate with us through social media, or when you participate in events or other promotions.

When you visit or use the ANTONIO TARRELL, LLC Sites, technological tools including "Cookies" and "Pixel Tags" may also collect certain information, as explained below.

# WHAT INFORMATION WE COLLECT & HOW WE USE IT

The types of personal information ANTONIO TARRELL,LLC may collect include: first name, last name, email address, postal address, date of birth, phone number, gender, country of residence, visitors' lifestyle/interests, product preferences, and information by which you or the device you are using to connect to the ANTONIO TARRELL,LLC Sites can be identified.

If you would prefer that we not collect any personal information from you, please do not provide us with any such information or opt out of providing such information where applicable.

ANTONIO TARRELL,LLC, or third parties on our behalf, may use the personal information that you provide for the following purposes:

- Marketing Communications: If you so elect, we may use the personal information you provide to us to deliver you newsletters, emails, surveys or other communications about our products, sweepstakes and contests, promotions or other information that may be of interest to you.
- Customer Service: We may use your personal information you provide to us to process and respond to your questions and/or inquiries.
- Site Optimization and Management: We may use your personal information provided to us to administer the ANTONIO TARRELL, LLC Sites, customizing future visits based on your interests, and improving the ANTONIO TARRELL, LLC Sites. In addition, ANTONIO TARRELL, LLC may collect and store IP addresses in an aggregated way in order to analyse trends, administer the ANTONIO TARRELL, LLC Sites, track traffic patterns and gather information for aggregate use.
- Employment: We may use your personal information that you provide to us with respect to employment, such as your resume, only to consider you for current and future employment opportunities and to contact you with respect to employment

with the ANTONIO TARRELL,LLC company you have expressed interest in or one of our affiliates or subsidiaries. We will retain your recruiting information for further recruitment opportunities that may arise, unless you tell us that you no longer wish for us to retain your information.

#### **COOKIES**

Subject to your prior explicit consent where such consent is required by the applicable law in your jurisdiction, ANTONIO TARRELL,LLC may place small data files on your computer, known as "cookies", in order to facilitate your browsing on the ANTONIO TARRELL,LLC Sites and improve the quality of the ANTONIO TARRELL,LLC Sites. A "cookie" primarily stores information concerning your visits and preferences as to your browsing on the ANTONIO TARRELL,LLC Sites, so you do not have to re-enter your settings when you come back to a ANTONIO TARRELL,LLC Site.

You can prevent this storing by refusing the cookies when applicable, or by changing your browser settings. Most browsers will tell you how to stop accepting new cookies, how to be notified when you receive a new cookie, and how to disable existing cookies. However, please be aware that when you disable cookies, some features and services on the ANTONIO TARRELL,LLC Sites may not function properly. In addition, disabling cookies may cancel opt-outs that rely on cookies, such as web analytics.

Certain ANTONIO TARRELL,LLC Sites may use analytics partners including Omniture and Google Analytics to gather anonymous statistical and analytical information about how you use such ANTONIO TARRELL,LLC Site. In particular, Google Analytics, a service provided by Google, Inc. ("Google"), uses cookies to compile anonymous, aggregated statistics about website users. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of a particular ANTONIO TARRELL,LLC Site, compiling reports on website activity for website operators and providing other services relating to website activity and Internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Your browser settings may allow you to opt out. Google will not associate your IP address with any other data held by Google. You may visit Google's website at google.com to learn more about Google Analytics and any

opt-out features provided by Google to website users. By using the ANTONIO TARRELL,LLC Sites, you consent to the processing of data about you by Google in the manner and for the purposes set out above. You may opt out of the aggregation and analysis of data collected about you on the ANTONIO TARRELL,LLC Sites by our web analytics vendors.

#### PIXEL TAGS

Subject to your prior explicit consent where such consent is required by the applicable law in your jurisdiction, ANTONIO TARRELL,LLC may use pixel tags (also known as "clear gifs" or "web beacons"), tracking links and/or similar technology to monitor the activity of some of the pages you visit on the ANTONIO TARRELL,LLC Sites in order to personalize your experience, facilitate your browsing on the ANTONIO TARRELL,LLC Sites and improve the quality of the ANTONIO TARRELL,LLC Sites. ANTONIO TARRELL,LLC may use the information collected through pixel tags, tracking links and similar technology in combination with your personally identifiable information.

#### HOW WE SHARE INFORMATION

Your information (personal and non personal) may be shared within the ANTONIO TARRELL,LLC group of companies (ANTONIO TARRELL,LLC and its affiliates and subsidiaries). However, ANTONIO TARRELL,LLC does not disclose or sell your personal data to third parties, except to specific third parties as described below:

#### **Third Parties for Marketing Purposes**

Certain promotions and events sponsored by ANTONIO TARRELL,LLC or certain portions of the ANTONIO TARRELL,LLC Sites may offer you the opportunity to consent to the sharing of your information with ANTONIO TARRELL,LLC business partners such as ANTONIO TARRELL,LLC licensors or promotion co-sponsors. If you have given your explicit consent, your information will be shared with that specific third party and the information you provide may be used by such third party for their own purposes and in accordance with their own policies (including how to opt-out with such third party).

#### **Service Providers**

ANTONIO TARRELL,LLC engages third party service providers to perform functions on ANTONIO TARRELL,LLC behalf. Examples include data analyses

firms, customer support specialists, fulfillment companies (e.g., companies that coordinate email campaigns, sweepstakes, contests or promotions) and web-hosting companies. Such third parties may be provided with access to your information (personal and non personal) as needed to perform their functions. However, they are not authorized by ANTONIO TARRELL,LLC to use such information for any other purpose or transfer it to anyone else.

## **Aggregated Information**

ANTONIO TARRELL,LLC may share certain information you provide in an aggregated and anonymous form with third parties we have engaged for internal business and planning purposes, such as statistics or developing marketing plans. Any aggregated information shared in these contexts will not contain your personal information.

# **Business Transfers**

ANTONIO TARRELL,LLC may transfer, divest, assign, share, sell or otherwise engage in a transaction that involves some or all of our assets, including any or all of your information, in the course of a corporate divestiture, merger, acquisition, joint venture, bankruptcy, dissolution, reorganization, or any other similar transaction or proceeding.

# **Compliance with Laws**

ANTONIO TARRELL,LLC may disclose any information, including personal information, we deem necessary, in our sole discretion, to comply with any applicable law, regulation, legal process, or governmental request. We may also disclose personal information where necessary for the establishment, exercise or defence of legal claims, as part of the administration of our risk reduction program, or as otherwise permitted by law.

#### YOUR PRIVACY CHOICES

# **Opt-Outs**

If you decide at any time that you no longer wish to receive marketing communications or other information that you requested from ANTONIO TARRELL,LLC (e.g. newsletters or promotional emails), you may opt out by sending us an email or by sending a letter to: ANTONIO TARRELL,LLC 116 S Murphree Ave, Bruce, MS 38915. If you decide at any time that you no longer

wish to accept cookies from the ANTONIO TARRELL,LLC Sites for any of the purposes described in this Privacy Policy, then you can instruct your browser, by changing its settings, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. Consult your browser's technical information.

# **Changing or Deleting Your Information**

You may review, update, correct or delete your personal information by sending us an email or by sending a letter to: ANTONIO TARRELL,LLC 116 S Murphree Ave, Bruce,MS 38915. Please note that if you request the deletion of your personal information, we may retain an archived copy of your records as required by law or to enforce our rights.

# TRANSFER OF DATA TO OTHER COUNTRIES

As an international entity, in order to provide certain services through the ANTONIO TARRELL,LLC Sites, ANTONIO TARRELL,LLC may need to transfer and process your information (personal and non-personal) internationally, notably throughout ANTONIO TARRELL,LLC worldwide entities located in countries which may not guarantee the same level of protection for personal information as the one in which you reside. Your consent to this Privacy Policy followed by your submission of your personal information through any ANTONIO TARRELL,LLC Site represents express consent to such transfer and processing.

# **SECURITY**

ANTONIO TARRELL,LLC understands that you care how your personal information is used and/or shared with others, and we value your trust and seek to safeguard your personal information. ANTONIO TARRELL,LLC implements reasonable physical, administrative and technical safeguards to help us protect your personal information from unauthorized access, use and disclosure. However, please be aware that no electronic transmission of information can be entirely secure. We cannot guarantee that the security measures we have in place to safeguard personal information will never be defeated or fail, or that those measures will always be sufficient or effective.

# THIRD PARTY LINKS

The ANTONIO TARRELL,LLC Sites may contain links to and from other third-party websites and services (collectively, "Third Party Sites") that are not controlled and operated by ANTONIO TARRELL,LLC. Please be aware that ANTONIO TARRELL,LLC is not responsible for the privacy practices of such Third Party Sites and has no control over the content, policies or actions of these Third Party Sites. We encourage you to read the privacy policies and terms of use of each Third Party Site to which you link from the ANTONIO TARRELL,LLC Sites.

#### SOCIAL NETWORKS & PUBLIC FORUMS

The ANTONIO TARRELL,LLC Sites may facilitate easy access to certain third party social networking websites and other websites or services with usergenerated content features. This may include click-through access to such websites such as a brand's YouTube video, or activation of such websites when you make a comment or click "like" on the ANTONIO TARRELL,LLC Sites using a Facebook social plug-in. In each instance, such third party's privacy policy will to your interaction with that website or service.

The ANTONIO TARRELL,LLC Sites may also allow you to submit content for customer reviews, discussion forums, message boards and other public features ("Public Forums"). We do not restrict the distribution of personal information that you voluntarily disclose in these Public Forums, so please be aware that any information you disclose there may be collected and used by others. For this reason, we encourage you to refrain from providing or sharing personal information about yourself in the Public Forums. ANTONIO TARRELL,LLC cannot prevent third parties from using such information in a way that may violate this Privacy Policy or applicable law.

#### **CONTESTS & PROMOTIONS**

ANTONIO TARRELL,LLC and its third party service providers or business partners may offer sweepstakes, contests and surveys (each, a "**Promotion**") through a ANTONIO TARRELL,LLC Site. In certain cases, the third party's privacy policy may apply to any personal information you provide in connection with such Promotion. We encourage you to carefully note who is operating the Promotion in question, and the terms, conditions, policies and rules that apply.

# CHILDREN'S PRIVACY

The ANTONIO TARRELL,LLC Sites are not directed toward or designed for the use by persons aged 13 and under. ANTONIO TARRELL,LLC does not solicit or knowingly collect personal information from children aged 13 and under. If we become aware that we have inadvertently received personal information from a visitor under the age of thirteen on the ANTONIO TARRELL,LLC Sites, we will delete the information from our records.

# NOTICE TO CALIFORNIA RESIDENTS

If you are a Mississippi resident, you have the right to request information regarding the disclosure of your personal information by ANTONIO TARRELL,LLC (including its affiliates or subsidiaries) to third parties for the third parties' direct marketing purposes. With respect to these third parties, this Privacy Policy applies only to their activities within the State of Mississippi. To make such a request, please send us an email or a letter to: ANTONIO TARRELL,LLC 116 S Murphree Ave, Bruce, MS 38915.

# UPDATES TO THIS PRIVACY POLICY

To the full extent permissible by applicable law in your jurisdiction, ANTONIO TARRELL,LLC reserves the right to modify or update this Privacy Policy at any time without notice and your continued use of the ANTONIO TARRELL,LLC Sites after we post any revised Privacy Policy means you agree to be bound by such modifications or updates. We will notify you of any changes to this Privacy Policy by posting a new Privacy Policy and updating the "last modified" date at the top of this page.

#### CONTACT US

If you have any questions or comments regarding this Privacy Policy, please send us an email or a letter to: ANTONIO TARRELL,LLC 116 S Murphree Ave, Bruce, MS 38915.