



# Privacy Policy

## 1. GENERAL

Soaring Eagle Nursery and its owner, King Ranch, respects the privacy of our customers and every person who visits the SoaringEagleNursery.com website (the "Website").

This Privacy Policy governs the use and collection of your information when you visit or subscribe to the Website. This Privacy Policy does not apply to any information you provide to us through any means other than through the Website.

Please read this Privacy Policy carefully so that you understand our online privacy practices. By using the Website, you agree and accept the practices described in this Privacy Policy, and all applicable laws, and you expressly consent to our collection, use and disclosure of your information and data as described in this Privacy Policy.

We may make content or services from other website available to you from links located on the Website. Any information you provide when you visit websites other than those covered by this policy will be subject to the privacy policies posted on those sites. We recommend that you review the privacy policy at each such site to determine how that site protects your privacy.

## 2. COLLECTION OF INFORMATION

(A) General: We collect information that you voluntarily provide when you register, initiate transactions or communicate with us, and we also collect information when you navigate our Website.

(B) Personal Information: As used in this Privacy Policy, the term "Personal Information" means information that uniquely identifies a specific individual such as an individual's name, address, e-mail address and other information that we associate with the foregoing. We collect Personal Information from you, only if you provide the information to us voluntarily. For example, we collect Personal Information about you when you register with us and create an account. We also may collect Personal Information when you participate in our social networking features; subscribe to our services; participate in a survey, a Q&A or a forum; send us a request for more information about our services, products or the Website; and when you send an e-mail to our webmaster, so that we may respond to your message.

(C) Website Usage Information: We (or our third party service providers on our behalf) automatically collect IP addresses and website usage information from you when you visit the Website. We also collect certain information about you, such as your IP (Internet Protocol) addresses, domain name, links you clicked on to reach the Website, the link you click on when you leave the Website, information regarding your operating system and browser, content and the links you click on while navigating the Website. This information helps us evaluate how our visitors and subscribers use and navigate our Website, including the number and frequency of visitors and subscribers to each page, and the length of their visits.

(D) Cookies and Other Tracking Technology: We (or our third party service providers on our behalf) may place or recognize a unique cookie on your browser. A cookie is a small amount of data (often including a unique identifier), which is sent to your browser from a website's computers and stored on your computer's hard drive. Some of our cookies may be local shared objects, also known as Flash cookies.



Cookies may be session cookies (which expire once you close your web browser) and persistent cookies (which stay on your computer until you delete them). We use cookies for the following general purposes, among other purposes: (i) to help us recognize your browser as a previous visitor so that we may save and remember your preferences; (ii) to control the display of ads, (iii) to customize your content, (iv) to help us measure and analyze visitor traffic and usage patterns, and (v) to record requests for subscriptions. The majority of web browsers accept cookies, but the "Help" menu on your browser should give you options for preventing, accepting, or receiving notice of new cookies. However, please be aware that if you block cookies, some website functionality may be lost.

(E) Social Networking Sites: If you use your credentials from a social networking site (e.g., Facebook) we may receive information from such social networking site in accordance with the terms of the social networking site.

### 3. USE OF INFORMATION

We may use collected information in the following ways:

- For the purposes for which you specifically provided the information including, for example, to enable us to process, validate and verify subscriptions or registrations.
- To send you notifications about our new or existing products and services, special offers or to otherwise contact you.
- To enhance existing features or develop new features, products and services.
- To provide advertisers and other third parties with aggregate information about our user base and usage patterns.
- To allow us to personalize the content and advertising that you and others see based on personal characteristics or preferences.

We may combine the information that we collect from you on the Website with information that you provide to us in connection with your use of our other products, services and sites.

Except as specifically set forth in this Privacy Policy, we will not share your Personal Information outside of Soaring Eagle Nursery.

### 4. DISCLOSURE OF INFORMATION

(A) Service Providers: We sometimes engage third parties, such as contractors, to provide certain operational services to us or on our behalf. We may share your information with those third parties as necessary for the third party to provide that service.

(B) Compliance With Legal Process: We may disclose Personal Information if we are required to do so by law or we in good faith believe that such action is necessary to (1) comply with the law or with legal process; (2) protect and defend our rights and property; (3) protect against misuse or unauthorized use of our websites; or (4) protect the personal safety or property of our users or the public (among other things, this means that if you provide false information or attempt to pose as someone else, information about you may be disclosed as part of an investigation into your actions).



(C) Blogs, Forums, Social Networking Areas: The Website may offer social network tools or other forums or interactive areas you can use to communicate with other users or to submit and post your own content. If you disclose Personal Information in one of these forums, the information can be viewed, collected and used by others. We are not responsible for the dissemination of information, including your Personal Information, you disclose in these forums.

## **5. ACCESS, UPDATE OR DELETE YOUR INFORMATION**

(A) Registration: Certain areas on our website require registration, and in those areas, you will be asked to establish your own user name and password. You may elect to change your user registration at any time by logging in and editing your user registration. You may also log in to cancel any user registration.

(B) Review, Update or Delete Your Information: You can see, review and change the information we have about you by sending us an email at [info@SoaringEagleNursery.com](mailto:info@SoaringEagleNursery.com). At any time, you may request us to delete your information by sending us an email at [info@SoaringEagleNursery.com](mailto:info@SoaringEagleNursery.com). Although we will make every effort to delete your information from our electronic databases, we may need to retain your information in our archives and records to comply with law, and avoid incurring significant costs that would be required to remove all information about you from all of our archived electronic records. In addition, if you have provided information to us in paper or we have recorded your information on paper, we may not be able to delete all of that information from our paper records or electronic copies of paper records.

## **6. DO NOT TRACK**

We do not currently take action to respond to Do Not Track in part because no common industry standard for Do Not Track has been adopted by industry groups, technology companies, or regulators, including no consistent standard of interpreting user intent.

## **7. SECURITY**

We maintain procedural, technical and physical safeguards to help protect your information against loss, misuse, or unauthorized access, disclosure, alteration or destruction. However, no security system is impenetrable and we make no guarantees, warranties or representations that your information is protected from viruses and other security attacks.

## **8. NON-U.S.A. USERS**

If you are located outside the United States, please note that the information you provide will be transferred to and processed in the United States, where the laws regarding the processing of your Personal Information may be less stringent than the laws in your country. By using this website you consent to such transfer and processing.



## 9. HOW WE PROTECT THE PRIVACY OF MINORS

This website is not directed toward minors. We do not knowingly collect any Personal Information from minors. If we become aware that we have inadvertently received Personal Information from a minor as part of the Website, we will delete such information from our records.

## 10. CHANGES TO PRIVACY POLICY

This Privacy Policy will be updated periodically and posted on the Website. We reserve the right to change or update this Privacy Policy at any time, without notice, by posting revisions on the Website. You agree to review the Privacy Policy each time you use the Website so that you are aware of any modifications. By accessing or using the Website, you agree to be bound by all of the terms and conditions of this Privacy Policy as posted at the same time of your access or use.

This Privacy Policy is incorporated by reference in and is a part of our online Terms of Use.

## 11. COMMENTS AND QUESTIONS

If you have any questions, comments or concerns about our Privacy Policy, you may contact us at [info@SoaringEagleNursery.com](mailto:info@SoaringEagleNursery.com).

**(A) Disputes:** As part of the consideration that the Website requires of the Visitor to view, use, or interact with this site, Visitor agrees to use binding arbitration for any claim, dispute, or controversy ("CLAIM") of any kind (whether in contract, tort or otherwise) arising out of or relating to this purchase, this product, including solicitation issues, privacy issues, and terms of use issues.

Arbitration shall be conducted pursuant to the rules of the American Arbitration Association, which are in effect on the date a dispute is submitted to the American Arbitration Association. Information about the American Arbitration Association, its rules, and its forms are available from the American Arbitration Association, 335 Madison Avenue, Floor 10, New York, New York, 10017-4605. Hearing will take place in the city or county of the Seller.

In no case shall the Visitor have the right to go to court or have a jury trial. Visitor will not have the right to engage in pre-trial discovery except as provided in the rules; you will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration; the arbitrator's decision will final and binding with limited rights of appeal.

The prevailing party shall be reimbursed by the other party for any and all costs associated with the dispute arbitration, including attorney fees, collection fees, investigation fees, travel expenses.

**(B) Jurisdiction and Venue:** If any matter concerning this purchase shall be brought before a court of law, pre- or post-arbitration, Visitor agrees to that the sole and proper jurisdiction to be the state and city declared in the contact information below. In the event that litigation is in a federal court, the proper court shall be the closest federal court to this address.

**(C) Applicable Law:** Visitor agrees that the applicable law to be applied shall, in all cases, be that of the state of the Website owner(s).