

Privacy Policy & Terms of Use **Everglades Fishing Company**

TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS PLATFORM.

By accessing or using this website or other Everglades Fishing Company product or service (collectively the "Platform") on any computer, mobile phone, tablet, console or other device (collectively, "Device"), you signify that you have read, understand and agree to be bound by these Terms of Use and any other applicable law, whether or not you are a registered member of EvergladesFishingCompany.com. Everglades Fishing Company may change these Terms of Use at any time without notice, effective upon its posting to the Platform. Your continued use of the Platform shall be considered your acceptance to the revised Terms of Use. If you do not agree to these Terms of Use, please do not use this Platform.

INTELLECTUAL PROPERTY

All intellectual property on the Platform (except for User Generated Content) is owned by Everglades Fishing Company or its licensors, which includes materials protected by copyright, trademark, or patent laws. All trademarks, service marks and trade names (e.g., the Everglades Fishing Company name and the Icon design) are owned, registered and/or licensed by Everglades Fishing Company. All content on the Platform (except for User Generated Content), including but not limited to text, software, scripts, code, designs, graphics, photos, sounds, music, videos, applications, interactive features and all other content ("Content") is a collective work under the United States and other copyright laws and is the proprietary property of Everglades Fishing Company; All rights reserved.

PLATFORM USE RESTRICTIONS

You may use the Content only for your own non-commercial use to participate in the Platform or to place an order or purchase Everglades Fishing Company products. You agree not to change or delete any ownership notices from materials downloaded or printed from the Platform. You agree not to modify, copy, translate, broadcast, perform, display, distribute, frame, reproduce, republish, download, display, post, transmit or sell any Intellectual Property or Content appearing on the Platform, including User Generated Content (defined below), without Everglades Fishing Company prior written consent, unless it is your own User Generated Content that you legally post on the Platform. You agree not to use any data mining, robots, scraping or similar data gathering methods. Nothing in these Terms of Use shall be interpreted as granting any license of intellectual property rights to you.

PRODUCT ORDERS

All orders placed through the Platform are subject to Everglades Fishing Company's acceptance. This means that Everglades Fishing Company may refuse to accept or may cancel any order, whether or not the order has been confirmed, for any or no reason, and without liability to you or anyone else. If your credit card has already been charged for an order that is later cancelled, Everglades Fishing Company will issue you a refund.

SAFEGUARD YOUR USERNAME/PASSWORD

You are responsible for any actions that take place while using your Everglades Fishing Company account. Keep your username/password secure and do not allow anyone else to use your username/password to access the Platform. Everglades Fishing Company is not responsible for any loss that results from the unauthorized use of your username/password, with or without your knowledge.

USER GENERATED CONTENT

"User Generated Content" is communications, materials, information, data, opinions, photos, profiles, messages, notes, website links, text information, music, videos, designs, graphics, sounds, and any other content that you and/or other Platform users post or otherwise make available on or through

the Platform, except to the extent the Content is owned by Everglades Fishing Company.

GENERAL RULES FOR USER GENERATED CONTENT

CONTENT IS NOT PRESCREENED

Everglades Fishing Company does not prescreen User Generated Content. Everglades Fishing Company does not guarantee the Platform will be free from User Generated Content that is inaccurate, deceptive, offensive, threatening, defamatory, unlawful or otherwise objectionable. Everglades Fishing Company is merely acting as a passive channel for such distribution and is not undertaking any obligation or liability relating to any User Generated Content or activities of users on the Platform. Even in the event Everglades Fishing Company chooses to monitor any User Generated Content, Everglades Fishing Company assumes no responsibility for, or any obligation to monitor or remove, such User Generated Content. Everglades Fishing Company reserves the right to edit, remove, or refuse to post any User Generated Content or terminate your registered account for any reason.

Everglades Fishing Company's RIGHTS TO YOUR POSTING

Your User Generated Content is not confidential or proprietary. You grant, and warrant that you have the right to grant, to Everglades Fishing Company a non-exclusive, non-revocable, worldwide, transferable, royalty-free, perpetual right to use your User Generated Content in any manner or media now or later developed, for any purpose, commercial, advertising, or otherwise, including the right to translate, display, reproduce, modify, create derivative works, sublicense, distribute, assign and commercialize without any payment due to you.

COPYRIGHT INFRINGEMENT COMPLAINTS

If you believe that your work has been improperly copied and posted on the Platform, such that it constitutes infringement, please provide us with the following information: (1) name, address, telephone number, email address and an electronic or physical signature of the copyright owner or of the person authorized to act on his/her behalf; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of

where on the Platform the material that you claim is infringing is located; (4) a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (5) 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. These requirements must be followed to give Everglades Fishing Company legally sufficient notice to Everglades Fishing Company of infringement. Send copyright infringement complaints to:

Infringement Complaints

P.O. Box 324

Everglades City, Florida

We suggest that you consult your legal advisor before filing a notice with Everglades Fishing Company copyright agent, because there may be penalties for false claims.

PRIVACY

Our Privacy Policy which is incorporated into these Terms of Use by this reference, further describes the collection and use of information on this Platform.

WARRANTY DISCLAIMER

Everglades Fishing Company is not responsible or liable for any User Generated Content or other Content posted on the Platform or for any offensive, unlawful or objectionable content you may encounter on or through the Platform. The Platform, User Generated Content, Content, and the materials and products on this Platform are provided "AS IS" and without warranties of any kind. To the fullest extent permitted by law, Everglades Fishing Company disclaims all warranties, express or implied, including, but not limited to, implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Everglades Fishing Company cannot guarantee and does not promise any specific results from use of the Platform. Everglades Fishing Company does not represent or warrant that the Platform will be uninterrupted or error-free, that any defects will be corrected, or that this Platform or the server that makes the Platform

available are free of viruses or anything else harmful. To the fullest extent permitted by law, Everglades Fishing Company does not make any warranties or representations regarding the use of the materials or Content in the Platform in terms of their correctness, accuracy, adequacy, usefulness, reliability or otherwise. You understand and agree that you download or otherwise obtain Content at your own risk, and that you will be solely responsible for your use and any damage to your mobile Device, computer system or other Device in which you access the Platform, loss of data or other harm of any kind that may result. Everglades Fishing Company reserves the right to change any and all Content and other items used or contained in the Platform at any time without notice. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

Everglades Fishing Company PRIVACY POLICY

PLEASE READ THIS PRIVACY POLICY CAREFULLY. BY ACCESSING THE SITES AND/OR CREATING AN ACCOUNT WITH US OR ALLOWING SOMEONE TO USE THE SITES ON YOUR BEHALF, YOU ARE CONSENTING TO THE COLLECTION, USE, DISCLOSURE, TRANSFER AND STORAGE OF PERSONAL INFORMATION OR OTHER INFORMATION RECEIVED BY US AS A RESULT OF SUCH USE IN ACCORDANCE WITH THIS PRIVACY POLICY. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS PRIVACY POLICY, PLEASE DO NOT USE THE SITES.

Everglades Fishing Company recognizes that you care how information about you is used and shared. We have created this Privacy Policy to inform you what information we collect on the Website, how we use your information and the choices you have about the way your information is collected and used. Please read this Privacy Policy carefully. Your use of the Website indicates that you have read and accepted our privacy practices, as outlined in this Privacy Policy. In addition, please read our Terms of Use, which also govern your use of this Website. Please be advised that the practices described in this Privacy Policy apply to information gathered by us or our subsidiaries, affiliates, agents or third parties providing services on our behalf: (i) through this Website, (ii) where applicable, through our Customer Service Department in connection with this Website, (iii) through information provided to us in our pop-up or free standing retail stores, and (iv) through information provided to us in conjunction with marketing promotions and sweepstakes.

How is your information collected?

We use Cookies are small files that a site or its service provider transfers to your computers' hard drive through your Web browser (if you allow) that enables the sites or service providers systems to recognize your browser and capture and remember certain information.

Cookies help us remember and process the items in your shopping cart, understand and save your preferences for future visits and compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future. We may contract with third-party service providers to assist us in better understanding our site visitors. These service providers are not permitted to use the information collected on our behalf except to help us conduct and improve our business.

What Information Is Collected?

When you use our Sites, we collect your personal information. The types of personal information we collect from you depends on the Sites and the features you use on the Sites. Personal information refers to information that directly identifies, or can be used to determine the identity of, a person. This information may include:

- **Purchase Information:** We may collect your name, billing address, shipping address, email address, telephone number, credit card number and expiration date when you make a purchase. This information is used to provide the products and services that you have ordered or requested, to process and ship orders, to send order and shipping confirmations (or other transactional information) and/or to provide customer service.
- **Information Collected In-Store:** We may collect your name, email address, mailing address, zip code, and preferences if you complete a form within the store. This information will be used to provide you with products that may be of interest to you and to provide you with information that you request.
- **Account Information:** We may collect your name, email address, mailing address, zip code, date of birth, and gender if you create an account with us. This information will be used to help you keep track of your orders, to keep you updated about special offers, updates related to the Sites, and to facilitate checkout during purchases.
- **Information for Commercial Communications:** We may collect your name, email address, mailing address, gender, and birth date if you sign up to receive promotional emails from us. This information may be used to contact you about sales, special offers and new features available through the Sites.
- **Information Relating to Inquiries:** We may collect your name and email address if you contact us with a question or request a Live Chat with us. This information may be used so that we can respond to your question or contact you should we disconnect from our Live Chat.

- **Information for Promotions:** We may collect your name, email address, and other contact information if you participate in a promotion (e.g., contest, sweepstakes) that we sponsor. This information will be used to fulfill the terms of the promotion and to contact you regarding promotional and special offers, sales, and new features available through the Sites. It will also be subject to the terms accompanying such promotion.
- **Survey Information:** We may collect your name, age, zip code, shopping habits, email address and/or mailing address if you choose to participate in one of our on-line surveys. This information will be used to help provide us with relevant information about our consumers.

The above section provides examples of the personal information that we may collect through the Sites and the manners in which we may use such personal information. If you do not want us to collect your personal information, **please do not provide it to us.**

How do we use the personal information we collect?

We use personal information we collect for purposes described in this Policy or as disclosed to you in other ways including on our Sites, in our stores, or in connection with our services. For example, we may use your information to:

- Provide and deliver products and services;
- Provide information we think may be helpful to you in your pursuit of the Greater Outdoors;
- Send you information related to products and services, including confirmations, invoices, technical notices, updates, security alerts, and support and administrative messages;
- Communicate with you about new contests, promotions and rewards, upcoming events, and other news about products and services offered by Columbia and our selected partners;
- Operate and improve our Sites and services;
- Process and deliver contest entries and rewards;
- Manage and administer our community features and member programs and services;
- Respond to your comments and questions and provide customer service; and

- Link or combine with other personal information we get from third parties, to help understand your needs and provide you with better service.

Security of your personal information:

Everglades Fishing Company takes reasonable measures to protect your personal information in an effort to prevent loss, misuse and unauthorized access, disclosure, alteration and destruction.

Your information choices and changes:

You may opt out of receiving promotional emails from Everglades Fishing Company by following the instructions in those emails. If you choose to opt out of promotional emails, we may still send you non-promotional emails, such as emails about your accounts or our ongoing business relations.

Changes to this policy:

Everglades Fishing Company may change this Policy from time to time. If we make any changes to this Policy, we will change the "Last Updated" date above.

If you have any questions regarding this Privacy Policy, you should contact our Customer Service Department by email at info@evergladesfishingco.com.