



Please read these terms and conditions before using this Service. By continuing to use the Sites, you agree to the Terms of Use.

1. INTRODUCTION

Welcome to the Tudor Ice Company Web Sites, www.tudorice.com (the “Site(s)”). Tudor Ice Company (“we”, “us” or “our”) provides the Sites and the information and services offered on the Sites to you, subject to the following Terms of Use (“TOU”). By using the Sites, you agree to be bound by these TOU. We may, in our sole discretion, modify these TOU with or without notice to you. Please continue to periodically review these TOU when using the Sites. By continuing to access and use the Sites after these TOU have been modified, you are agreeing to such modifications. In addition, when using particular services or features on the Sites, you shall be subject to any posted guidelines or rules applicable to such services or features that may be posted from time to time, including, without limitation, any new features or functionality (including, without limitation, video and related projects) that augment or enhance the services or features. All such guidelines or rules are hereby incorporated by reference into these TOU.

2. DESCRIPTION OF SERVICE

The Sites contains information about Tudor Ice Company including water information, promotional and other offers, home delivery service and environmental initiatives. The Sites and the information, features and services available through the Sites may be referred to herein collectively as the “Service.” Unless explicitly stated otherwise, any new features or services that augment or enhance the Service in the future shall be considered part of the Service and subject to these TOU. The Service is provided primarily for informational purposes, and is not guaranteed. We shall not be responsible or liable for the accuracy, completeness, usefulness or availability of any information or other content, data, text, URLs, graphics, audio and video clips, advertising or any other materials (collectively, the “Content”) transmitted or made available via the Service. We shall not be responsible or liable for any decisions made in reliance on such information.

3. REGISTRATION

You may be required to register for and create an account with the Service in order to access certain information and features offered through the Service. As part of the registration and account creation process, you will select a password and provide us with certain registration information. You are solely responsible for maintaining the confidentiality of your password(s) and for all usage or activity on your account, including the use of your account by any person using your password(s). If you choose to register with the Service or otherwise provide personal or other information to the Service, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the Service’s registration form or other areas of the Service, and (b) maintain and promptly update such information to keep it true, accurate, current and complete. If you provide any information to us that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

As a condition of using the Service, you agree to the terms of the Tudor Ice Company’s Privacy Policy, which may be updated from time to time. Any personal or other information you provide to us is subject to our Privacy Policy. A current version of the privacy policy may be viewed at www.tudorice.com.

4. THIRD PARTY WEB SITES

The Service may provide links to Web Sites or resources outside of the Sites. Because we have no control over external Sites and resources, you acknowledge and agree that we are not responsible for the availability of such Sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, goods, services or other materials on, available through or provided by such Sites or resources. Your correspondence or business dealings with, or participation in promotions of, any Web Sites that you find or link to through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such Web Sites. You agree that we shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of links to such Web Sites on the Service.

5. CONNECTING TO SOCIAL NETWORK WEB SITES

If you are a registered user on our Sites and you choose to use the Twitter, Facebook or Digg connect function, you acknowledge and agree to abide by the relevant terms and conditions for each of these Web Sites, or any other social network Web Sites that we may utilize in the future. The terms and conditions for the Twitter, Facebook, Instagram and Pinterest may be found at: www.twitter.com, www.facebook.com, www.instagram.com and www.pinterest.com, respectively.

This function is intended to enable us to connect with Twitter, Facebook, Instagram and Pinterest so that you can send newsfeeds about your activities to each of these Web Sites. Twitter, Facebook, Instagram and Pinterest may also be able to use information about action you take on our Sites.

However, note that where you choose to publish information on the interactive parts of our Sites outside of these privacy settings, or in any way other than through Twitter, Facebook, Instagram and Pinterest, that information will not be protected by us. It is information in the public domain, which may be accessed by any person using the Web in any part of the world and can be found using independent search engines. If you choose to post information to the interactive parts of our Sites in this manner, you do so at your own risk.

In addition, you acknowledge and agree that we are not responsible for the availability of these Web Sites, or any other social network Web Sites that we may add to the connect function, and do not endorse and is not responsible or liable for any Content, advertising, goods, services or other materials on, available through or provided by such Web Sites or resources.

6. SUBMISSIONS

While we are always happy to hear from you, it is our policy not to accept or consider creative materials, ideas, or suggestions other than those we specifically request. This is to avoid any misunderstandings if your ideas are similar to those we have developed independently. Therefore we must request that you do not send to us any original creative materials such as images, original artwork, etc. Any communication or material you do transmit to the Sites by email or otherwise will be treated as non-confidential and non-proprietary.

You shall be solely responsible for your own submissions, the posting of any content including, without limitations, photographs, illustrations, audio and video clips and the consequences thereof. You or a third party licensor, as appropriate, shall retain all patent, trademark and copyright to any content you submit, post or display on or through the Service and you are responsible for protecting those rights and obtaining the required consents and authorizations, as appropriate. By posting any submission and content, you hereby grant us or our affiliates the worldwide, non-exclusive, royalty free and perpetual license to use or publish such content for any purpose, including, without limitations, reproduction, modification, disclosure, transmission, publication, distribution, creation of derivative works, broadcast and posting in any media throughout the world and in perpetuity without restriction or compensation to you. We are free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Sites for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information.

Any URLs with "http://" submitted or posted with any comments and/or content on the Sites' Blog webpage, or any other forum or public place, will automatically be made hot linked. If any such posted links appear to have been included solely for the purpose of increasing SEO, we reserve the right to delete them from the Sites at our sole discretion. Any comment and/or content posted on the Sites with more than four (4) links posted will risk being marked as comment spam. In addition, all trackbacks will be treated in accordance with these TOU.

You agree that you will use the Service in compliance with all applicable laws, rules and regulations. In addition, you represent and warrant that you own or otherwise control all of the rights to the content that you submit or post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify us and our affiliates for all claims resulting from your actions or content you supply, and hold us and our affiliates harmless from and against all damages, losses and expenses of any kind (including reasonable legal fees and costs) related to such claims. Furthermore, we reserve the right to refuse, accept, post, display or transmit any content in our sole discretion.

7. POSTINGS

Although we may from time to time monitor or review discussions, chats, postings, transmissions, bulletin boards, and the like on the Service, we are under no obligation to do so and assume no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such locations on the Service. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any such information or materials.

8. NO PERSONAL ADVICE OR ENDORSEMENTS

Our Sites and its Content (including any postings, comments or information provided by users) are for informational and entertainment purposes only, and is not intended to replace or substitute for any professional financial, medical, legal or other advice. In addition to the disclaimers and limitations of liability set forth in Sections 13, 14 and 15 below, Tudor Ice Company and its affiliates make no representations or warranties and expressly disclaim any and all liability in connection with any information offered or provided by users of our Sites. Any such information offered or provided by users are not tested, substantiated or endorsed by Tudor Ice Company and individual results may vary and may not be typical for individual consumers.

9. USER CODE OF CONDUCT

We are excited that you and other users are able to use this Service to communicate with each other and share ideas on the Sites. However, we want you and all users to be able to feel safe and at ease when using this Sites. To do so, we have provided the following guidelines for how to upload Content on the Sites in order to avoid causing harm or offense to yourself and others and to avoid having your content and postings removed from the Sites.

By using the Service, you agree to these TOU including the User Code of Conduct in this Section.

The Fijiwater.com community is designed where possible to manage itself. Comments posted on the Sites may be reviewed by us, and may be removed if we feel, in our sole discretion, they are inconsistent with these TOU. If a user's comments are removed several times, it may be necessary to put the user "on probation" – meaning they cannot post anymore comments for a set period of time. If necessary, we may remove the user from the Sites altogether at our sole discretion.

If we believe that a user's behavior is likely to cause offense or harm to other users or to us, or is otherwise unacceptable, we may issue that user with a warning, disable their account and/or terminate or otherwise restrict their access to and use of this Sites. In addition, we may remove any content which they have shared or posted upon the Sites. We will try to give such users warnings as outlined above, but we are not obliged to give the user any notice.

To protect our users and the reputation of the Sites, we may monitor the interaction between users from time to time, but please note that we have no obligation to police it.

We will not take responsibility or liability for the conduct of any person who uses our Sites. In addition, we are not responsible or liable for any loss or damage suffered as a result of the use of our Sites.

We ask that in using the Sites, you show courtesy and respect to other users and the property of others.

You agree:

- To behave in a respectful manner to all other users;
- Not to post, or otherwise make available, content which is, in our view, likely to impair the enjoyment and/or use of our Sites by other users;
- Not to breach the law or encourage any breach of the law;
- Not to post, or otherwise make available, content which is, in our view, abusive, offensive, defamatory, obscene, pornographic or of a sexual nature, illegal, threatening, intimidating, in breach of privacy, confidentiality or third party rights or otherwise unacceptable;
- Not to post, or otherwise make available, content which, in our view, portrays unacceptable violence;
- Not to behave in a way which is threatening, intimidating, harassing or bullying, offensive, abusive, defamatory, discriminatory or demeaning or to stalk or violate the rights of others, including the privacy rights of other individuals;
- Not to do, cause or permit anything to be done that may infringe, damage or interfere with any copyright, moral rights, performing rights, design rights, trademark rights or other proprietary or intellectual property rights of Tudor Ice Company, its affiliates and each of their respective licensors or any third party;
- To only upload content which is an original work created by you;
- Not to share any information which is confidential to any other person;
- Not to do anything which will or may damage, interfere with, disrupt access to, overburden, interrupt or impair the functionality of the Sites, the materials available on the Sites or any software or hardware;
- Not to obtain or attempt to obtain unauthorized access to the Sites, any part of it or any private or member account areas;
- Not to obtain or seek to obtain personal information, confidential information or passwords from any other person;
- To be entirely responsible for and keep secret any password used by you (you must change your password if you believe it is no longer secret);
- Not to circumvent or attempt to circumvent any filters we may use on the Sites;
- Not to do anything which may cause any liability to Tudor Ice Company or to any of its affiliates;
- To ensure that individuals featured in any audio and/or visual content you are posting are all over the age of 18;
- Not to distort or misrepresent any individual or thing;
- Not to register as or on behalf of anyone else, impersonate anyone else, seek to take on a false identity or misrepresent yourself, your identity or your age;
- Not post, or otherwise make available, content containing financial information (such as account, credit or debit card details) or information which identifies an individual personally or is capable of identifying an individual personally (such as names, telephone numbers, email addresses or postal addresses);
- To respect information you obtain on our Sites and use it only in accordance with this User Code of Conduct, TOU and our Privacy Policy;
- Not to advertise, promote or endorse any good or services; and
- Not use our Sites to send any chain letters, junk mail, "spam" material or any other form of bulk communication.

10. MODIFICATIONS TO SERVICE

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

11. TERMINATION

We reserve the right, in our sole discretion, immediately and without notice to suspend or terminate these TOU, your account (if you have registered) and/or your ability to access the Sites, for any reason including any breach by you of these TOU or conduct by you that we determine to be inappropriate. Without limiting the foregoing, if you

post any images or content to the Sites that infringes upon the copyright of any third party, such conduct shall be grounds for immediate termination of your account.

12. OUR PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service (the "Software") contain proprietary and/or confidential information, Content and other materials that are protected by applicable intellectual property and other laws (including, without limitation, copyrights, trademarks, service marks and patents). Except as expressly authorized by us, you agree not to modify, rent, lease, loan, sell, distribute, create derivative works based on, or otherwise use the Software, the Service or any Content contained thereon, in whole or in part.

FIJ is a registered trademark of Paramount International Export Ltd. ("PIE"). PIE will enforce its intellectual property rights in the trademark to the fullest extent of the law.

13. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE AND ALL PRODUCTS OBTAINED THROUGH THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICE OR THE INFORMATION, CONTENT, SERVICES OR PRODUCTS INCLUDED OR OFFERED ON OR THROUGH THE SERVICE, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. WE MAKE NO WARRANTY THAT (i) THE SERVICE OR ANY PRODUCTS OBTAINED THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR ANY PRODUCTS PROVIDED THEREIN WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY SERVICES OR INFORMATION OR PRODUCTS OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
- c. ANY MATERIAL OBTAINED FROM THROUGH THE USE OF THE SERVICE IS OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM OBTAINING ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR FROM OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

14. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE OR ANY PRODUCT OBTAINED THROUGH THE SERVICE; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (iv) ANY OTHER MATTER RELATING TO THE SERVICE.

15. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

16. NOTICE

The Service may provide notices to you including, without limitation, notices of changes to these TOU or other matters by displaying such notices or links to such notices to you generally on the Service.

17. DIGITAL MILLENNIUM COPYRIGHT ACT

We are under no obligation to, and do not, scan content used in connection with the Service for the inclusion of illegal or impermissible content. However, we respect the copyright interests of others. It is our policy not to permit materials known by us to infringe another party's copyright to remain on the Sites.

If you believe that your work has been copied in a way that constitutes copyright infringement, you should provide us with written notice that contains the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. 512: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (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 information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an e-mail address at which the complaining party may be contacted; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. All DMCA notices should be sent to:

Tudor Ice Company
1818 SW 1st Ave. Suite 904
Miami, FL 33129
Attn: Chief Legal Officer
Fax: 1-305-503-9679
Email: legal@tudorice.com

18. ARBITRATION

The sole and exclusive jurisdiction and venue for resolving any controversy or claim arising out of or relating to the TOU or the Service shall be through binding arbitration in Los Angeles County, California, including, without limitation, any dispute with respect to this arbitration provision, any claim in tort, or any claim for violation of any federal, state or local statute, or ordinance or regulation. The arbitration shall be conducted by JAMS/Endispute ("JAMS"), whose rules applicable to such disputes shall be in force, and judgment or the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. There shall be one arbitrator to be mutually selected by the parties, and if the parties cannot so select, the arbitrator shall be appointed by JAMS. The fees of the arbitrator, administrative fees, and the other fees and costs of the arbitration, including, but not limited to, the cost of any record or transcripts of the arbitration, shall be advanced by the parties to the arbitration in equal portions, and, in addition thereto, each such party shall advance the fees of its own attorneys, the expenses of its witnesses and all other expenses connected with presenting its case. THE PARTIES HERETO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY ARBITRABLE CONTROVERSY OR CLAIM.

19. GENERAL INFORMATION

These TOU constitute the entire agreement between you and us and govern your use of the Service, superseding any prior agreements between you and us. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. These TOU and the relationship

between you and us shall be governed by the laws of the State of California without regard to its conflict of law provisions. Unless otherwise provided herein, you and we agree to submit to the personal and exclusive jurisdiction and venue of the courts located within the state of California. Any failure on our part to exercise or enforce any right or provision of these TOU shall not constitute a waiver of such right or provision. If any provision of these TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these TOU remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these TOU must be filed within one (1) year after such claim or cause of action arose or be forever barred.

20. CONTACTING US

If you have any questions or comments about these terms, please contact us at the address listed above. Please report any violations of these Terms of Use to info@tudorice.com.

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