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Your use of social networking media, including but not limited to participation in or use of blogs, threaded discussions, message boards and wikis ("Social Media"), is conditioned upon your compliance with the following:

- 1. Do not post or transmit any unlawful, threatening, abusive, libelous, defamatory, racist, obscene, vulgar, pornographic, profane or indecent information. This includes, without limitation, any transmissions that are or that encourage illegal conduct. This ban includes anything that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.
- 2. Never post or transmit comments containing harassing or offensive language, using sexual references, sexual nicknames, racial slurs or rude or deliberately offensive comments.
- 3. Do not engage in disruptive activity online, including excessive use of scripts, sound waves or scrolling (repeating the same message over and over).
- 4. Do not post or transmit any information, software or other material that violates or infringes the rights of others. This prohibition includes material that constitutes an invasion of privacy or publicity rights permission from the owner.
- 5. Never post or transmit any information, software or other material that contains a virus, worm, Trojan horse or other code that has contaminating or destructive properties.
- 6. Do not post any information, software or other material for commercial purposes.
- 7. Do not solicit other users to join or contribute money to any online service or other organization, or advocate or attempt to persuade users to join in legal or illegal schemes.
- 8. Never pretend to be any other person or entity. Site users also may not falsely represent their professional or other affiliation with any person or entity.
- 9. Do not use the Service to collect personally identifiable information in violation of the policies contained in the **SP Privacy Notice.**

You agree that SP, at our sole and absolute discretion, determines whether any information transmitted or received violates this provision.

You also agree to indemnify and hold SP and our employees, officers, directors and agents harmless from any claim or demand, including reasonable attorneys' fees, made by a third party arising from any information or material you contribute to the Social Media you access via the Service.

SP has no obligation to monitor Social Media. But we reserve the right to monitor any and all information transmitted or received through the Service. SP may examine, record, copy and use any information on the Service in accordance with the **SP Privacy Notice.** We reserve the right, in our sole and absolute discretion to remove any information or materials, in whole or in part, from Social Media.

When using the Service or Social Media, please be certain that anything you disclose does not compromise your personal safety. Please don't provide your name, phone number, social security number or any other personally identifying information to people you do not know. Don't

continue any conversation online that makes you feel uncomfortable. Protect your safety and privacy.

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Certain web and smartphone applications of the Service have been designed to run on a personal computer, standard laptop or web-enabled mobile device. If you view or use the Service on a mobile or handheld device you may experience some display and functionality limitations. You may experience varying wireless network coverage and speed, depending on your geographic location and telecommunications provider. The Service should not be used while operating any motor vehicle, or in any other manner that might endanger yourself or others.

If your mobile device uses Global Positioning System (GPS) technology, trackers, or other location tracking tools, your location information may be used for purposes of determining your location when using a function on the Service that uses such information. While using the Service, if you allow your location information to be obtained, we will use this information solely to return your estimated location and to provide you with more personalized results and/or services. SP does not monitor your GPS tracking or location information, and does not save this information. We will not use this information to identify you or disclose this information to any third parties.

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By using the Service, you agree to receive any applicable software updates that may be issued from time to time by SP. You agree to accept and install such updates as part of your use of the Service. You also agree not to reverse engineer, modify, decompile, adapt, translate, disassemble, or otherwise attempt to discover the source code of the Service and/or any SP application.

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Contacting SP

If you have any questions about this legal policy, the practices of this website, or your dealings with SP, please e-mail ar@specialtyproduce.com or call (619) 876-4070

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There is no charge from Specialty Produce to participate in online bill pay, however, some financial institutions may charge a fee for electronic fund transfers from your bank, credit card or debit card.

Pay By Credit Card, Debit Card or Electronic Check

You can use most credit cards (Mastercard®, Visa® American Express®), debit cards and electronic checks to pay your bill with Specialty Produce. To make a payment online, log onto your account. You have the option to make a one-time payment or take advantage of our Auto Bill Pay system for the convenience of having your bill paid on a recurring schedule determined by you.

Successful credit card payment transactions will be posted to your Specialty Produce account same day. ACH payment transactions will be posted to your Specialty Produce account within two business day.

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Online payments may be rejected by your financial institution because of insufficient funds, closed/unauthorized accounts or other reasons. Check with your financial institution for possible fees it may charge you.

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Specialty Produce Attn: Online Bill Pay PO Box 82066 San Diego, CA 92138 (619) 876-4070