

# TERMS AND CONDITIONS

**nutfruitthing.foodensity.com**

These terms and conditions outline the rules and regulations for the use of **Nut Fruit Thing's** website, located at <https://nutfruitthing.foodensity.com/download/terms-and-conditions/>.

By accessing this website we assume you accept these terms and conditions. Do not continue to use **Nut Fruit Thing** if you do not agree to take all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions, Privacy Statement, Disclaimer Notice, and all Agreements: "Client", "You" and "Your" refers to you, the person logged on this website and compliant to the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves.

## Cookies

We employ the use of cookies. By accessing **Nut Fruit Thing**, you agreed to use cookies in agreement with the **Nut Fruit Thing's** [Privacy Policy](#).

Most interactive websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use cookies.

## License

Unless otherwise stated, **Nut Fruit Thing** and/or its licensors own the intellectual property rights for all material on **Nut Fruit Thing**. All intellectual property rights are reserved. You may access this from **Nut Fruit Thing** for your own personal use subjected to restrictions set in these terms and conditions.

You must not:

- Republish material from **Nut Fruit Thing**;

- Sell, rent, or sub-license material from ***Nut Fruit Thing***;
- Reproduce, duplicate, or copy material from ***Nut Fruit Thing***;
- Redistribute content from ***Nut Fruit Thing***.

Parts of this website offer an opportunity for users to post and exchange opinions and information in certain areas of the website. Comments do not reflect the views and opinions of ***Nut Fruit Thing***, its agents and/or affiliates. Comments reflect the views and opinions of the person who posts their views and opinions. To the extent permitted by applicable laws, ***Nut Fruit Thing*** shall not be liable for the Comments or for any liability, damages, or expenses caused and/or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website.

***Nut Fruit Thing*** reserves the right to monitor all Comments and to remove any Comments which can be considered inappropriate, offensive, or causes breach of these Terms and Conditions.

You warrant and represent that:

- You are entitled to post the Comments on our website and have all necessary licenses and consents to do so;
- The Comments do not invade any intellectual property right, including without limitation copyright, patent, or trademark of any third party;
- The Comments do not contain any defamatory, libelous, offensive, indecent or otherwise unlawful material which is an invasion of privacy;
- The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant ***Nut Fruit Thing*** a non-exclusive license to use, reproduce, edit, and authorize others to use, reproduce, and edit any of your Comments in any and all forms, formats, or media.

## Hyperlinking to our Content

1. The following organizations may link to our Website without prior written approval:

- Government agencies;
- Search engines;
- News organizations;
- Online directory distributors;
- System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our website.

These organizations may link to our home page, to publications, or to other website information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement, or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

2. We may consider and approve other link requests from the following types of organizations:

- commonly-known consumer and/or business information sources;
- dot.com community sites;
- associations or other groups representing charities;
- internet portals;
- consulting firms;
- educational institutions;
- trade associations.

We will approve link requests from these organizations if we decide that: (a) the link would not make us look unfavorably to ourselves or to our accredited businesses; (b) the organization does not have any

negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of **Nut Fruit Thing**; and (d) the link is in the context of general resource information.

These organizations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement, or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are one of the organizations listed in paragraph 2 above and are interested in linking to our website, you must inform us by sending an email to [hi@nutfruitthing.fooddensity.com](mailto:hi@nutfruitthing.fooddensity.com). Please include your name, your organization name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to our website, and a list of the URLs on our site to which you would like to link.

No use of **Nut Fruit Thing's** logo or other artwork will be allowed for linking absent a trademark license agreement.

## Frames

Without prior approval and written permission, you may not create frames around our web pages that alter in any way the visual presentation or appearance of our website.

## Content Liability

We shall not be hold responsible for any content that appears on your website. You agree to protect and defend us against all claims that is rising on your website. No link(s) should appear on any website that may be interpreted as libelous, obscene, or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

## Reservation of Rights

We reserve the right to request that you remove all links or any particular link to our website. You agree to immediately remove all links to our website upon request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuously linking to our website, you agree to be bound to and follow these linking terms and conditions.

## Removal of links from our website

If you find any link on our website that is offensive for any reason, you are free to [contact](#) and inform us any moment. We will consider requests to remove links but we are not obligated to or so or to respond to you directly.

## Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties, and conditions relating to our website and the use of this website. Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury;
- limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort and for breach of statutory duty.

As long as the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.