

Terms and Conditions

This agreement (the "Agreement") contains the complete terms and conditions that apply to an individual's or entity's purchase of products or services from or through the "**Owaree Marketing**" website.

1. Administration

As an "Affiliate, we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Owaree Marketing will have no authority to make or accept any offers or representations on behalf of the "Affiliate Merchant". Owaree Marketing will not make any statement, whether on our site or otherwise, that reasonably would contradict anything in this section.

2. Order Processing

Orders that are placed through our website using the special link to an "Affiliate Merchant" will be processed by the "Affiliate Merchant" and be the sole responsibility of the respective "Affiliate Merchant". Things such as but is not limited to, process payments, delivery, returns, cancellations and handle customer service, will be the sole responsibility of the "Affiliate Merchant". Owaree Marketing disclaim all liability for these matters.

Owaree Marketing will be solely responsible for all aspects of order processing and fulfillment of all orders placed directly with Owaree Marketing. Things such as but is not limited to, process payments, delivery, returns, cancellations and handle customer service, will be the sole responsibility of the Owaree Marketing.

3. Pricing

Customers who orders are placed through our website using the special link to an "Affiliate Merchant" will be deemed to be customers of that "Affiliate Merchant". Pricing, policies, and operating procedures concerning customer orders, customer service, and sales will apply to those customers. The "Affiliate Merchant" may change their policies and operating procedures at any time.

Where pricing is stated on the Owaree Marketing website, price changed, discounts and availability may change at any time. Pricing, policies, and operating procedures concerning customer orders, customer service, and sales will be the sole responsibility of Owaree Marketing.

4. Modification

Owaree Marketing may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on our site.

Modifications may include, but are not limited to, deletion or addition of "Affiliate Merchants", changes in pricing, discount, special products, produce availability, delivery schedules or payment processing.

IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO CANCEL YOUR PURCHASE BEFORE SHIPMENT. YOUR FAILURE TO CANCEL YOUR PURCHASE PRIOR TO SHIPMENT WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

5. Limitation of Liability

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total referral fees paid or payable to you under this Agreement.

6. Disclaimers

We make no express or implied warranties or representations with respect to products or services sold through the "Affiliate Program" ,including, without limitation, warranties of fitness, merchantability, no infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage. In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

7. Privacy Policy

This privacy policy tells you how we use personal information collected on our site. Please read this privacy policy before using the site or submitting any personal information. By using the site, you are accepting the practices described in this privacy policy. These practices may be changed, but any changes will be posted and changes will only apply to activities and information on a going forward, not retroactive basis. You are encouraged to review the privacy policy whenever you visit the site to make sure that you understand how any personal information you provide will be used.

Note: The practices set forth in this privacy policy are for this web site only and do not apply to "Affiliate Merchants" sites. If you link to other web sites, please review the privacy policies posted at those sites.

a. **Collection of Information**

Owaree Marketing collect personally identifiable information, like names, addresses, email addresses, etc., when voluntarily submitted by our visitors. The information you provide is used to fulfill you specific request. This information is only used to fulfill your specific request, unless you give us permission to use it in another manner, for example to add you to one of our mailing lists.

b. **Cookie/Tracking Technology**

The Owaree Marketing website may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

c. **Distribution of Information**

We may share information with governmental agencies or other companies assisting us in fraud prevention or investigation. We may do so when: (1) permitted or required by law; or, (2) trying to protect against or prevent actual or potential fraud or unauthorized transactions; or, (3) investigating fraud which has already taken place. The information is not provided to these companies for marketing purposes.

d. **Commitment to Data Security**

Your personally identifiable information is kept secure. Only authorized employees, agents and contractors (who have agreed to keep information secure and confidential) have access to this information. All emails and newsletters from this site allow you to opt out of further mailings.

e. **Privacy Contact Information**

If you have any questions, concerns, or comments about our privacy policy you may contact us using the information below:

By e-mail: c_admin@owareeclassified.com

By Phone: (916) 740-7770

We reserve the right to make changes to this policy. Any changes to this policy will be posted.

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