Terms and Conditions

Your membership with Eat Local Seafood CSF reflects your commitment to help grow and strengthen your local working waterfronts! Our fishermen and women all say THANK YOU!

Effective Date of Current Policy: December 1, 2019

These Eat Local Seafood Terms and Conditions apply to the website and all other online properties (the “Site”) operated by Ventura Fresh Fish, LLC (“Eat Local Seafood ”, “we”, or “us”). The use of the Site, including the purchase of any Products (as defined below) is subject to the following terms and conditions (the “Terms”). Please read these Terms carefully. By using this Site, you agree to these Terms as well as any other terms, guidelines or rules that apply to any portion of this Site, without limitation or qualification. If you do not agree to these Terms, then you must exit the Site immediately and discontinue any use of the information or products obtainable or accessible through the Site. If you have any questions about the Terms, please contact us venturafreshfish@gmail.com.

These Terms provide that all disputes between you and Eat Local Seafood relating to these Terms or your use of the Site or Products will be resolved by BINDING ARBITRATION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under these Terms, except for matters that may be taken to small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury, and your claims cannot be brought as a class action. Please review Section XVII (“Dispute Resolution”) for the details regarding your agreement to arbitrate any disputes with Eat Local Seafood .

We provide the Site in order to enable you to browse and purchase Eat Local Seafood fish, seafood, and related products and merchandise (collectively, the “Products”).

Eat Local Seafood Member Agreement - Please read the following document carefully.

Welcome to the Eat Local Seafood community, your supplier of fresh fish from your neighborhood fishermen. It outlines your responsibilities and the policies that keep our CSF working smoothly for all of our members, fishermen and community partners.

About Our Fish

All seafood will be sourced from Santa Barbara, Ventura, Channel Islands and San Diego and the Central Coast whenever possible, depending on weather, fishing regulations, and ocean conditions. If weather prohibits a fresh local catch from the California coast, we may provide locally harvested frozen or smoked seafood, or credit your account for the value of the share. Our webstore will also have a variety of other awesome seafood options. We will source only from small boat sustainable fishermen and women. We cannot guarantee that fillets will be free of bones. Sand dabs and little fish (sardines, anchovies and mackerel) are provided “pan ready” to all members - with no head, guts or fins. This format gives you optimal flavor, quantity and quality.

If you select the option for whole fish shares, you'll receive gutted whole fish when we are delivering species that are appropriately sized for our share exchange: these are mainly rockfish, sole, and black cod. When the week's species is a large fish like tuna or swordfish, our whole fish members receive fillets also.

Pick-Up

As a CSF member, it is your responsibility to pick up your weekly share of seafood from your chosen pickup location during the designated time frames. Your share will be packed in our community cooler. Check your name off the list on the clipboard, and take only the package of fish with your name on from the cooler.

Please remember that you are responsible for your seafood upon pickup. Fish need to stay chilled until you are ready to prepare it. Eat Local Seafood cannot be responsible for product that was improperly stored following pickup.

What if you cannot make a pick up unexpectedly?

• If you are unable to pick up your seafood yourself, you are encouraged to send a friend to get it on your behalf, or to take it home themselves.

• If you do not pick up your seafood within the hours of the pick up time, it will be donated to the site host (retail) or taken back and frozen at our retail location in the Ventura Harbor for you to pick up on the next opening day of business - you cannot receive a refund for the week's seafood.

• If you are able to set a pause in your delivery schedule by the deadline of 11pm three days prior to your delivery, we will hold your delivery and your account will not be charged for the week's seafood. Otherwise, you cannot receive a refund for the week’s seafood.

Do not hesitate to get in touch with us if you need assistance by text or call: (206) 391-9054.

Subscription Management

Upon signing up, a confirmation of your subscription details, pickup location details, and start date of deliveries will be automatically emailed to you. We will use SMS text messaging to update our customers with time sensitive information. New accounts will be placed on hold for 3 days. This gives us time to source seafood for you. You will receive your first delivery on the closest delivery date after the 3-day hold.

Our CSF operates year-round, and shares can be purchased at any time. When you make a purchase, you commit to buying a 1 month personalized subscription that will auto renew each month. You may cancel your subscription at any time up to two days prior to your next delivery, or your renewal date. We do this to know exactly how much fish we need to catch each week, which avoids waste, over fishing and keeps cost low.

Payments Plans

We accept payment via credit or debit cards.

When paying by debit or credit card, our online ordering platform will enroll you in automatic payments if you have chosen seafood items you would like reoccuring. You will automatically be charged once per month, on the aniversary date of your initiation of your subscription items.

Note that after receiving 4 initial deliveries, you can cancel any time.

Your seafood will not be delivered if your subscription charge is not approved. If we don't receive a timely payment from you, you will receive an email letting you know that a payment is due. Once you make a payment, you can check your "Next Distribution Date" to see when deliveries will resume.

As a CSF member, you agree to pay your account in a timely manner and keep your membership account information up to date.

Communications

Eat Local Seafood communicates with its members mainly through SMS text for reminder pick-up and email, which includes information on the fish, the fishermen, recipes, tips for handling seafood, policy issues, schedule changes, and the like. As a member, you understand that it is your responsibility to open and read the emails (including payment notices) so that you stay informed.

If your email address or any other contact information changes, please change it in your Farmigo account promptly or contact VenturaFreshFish@gmail.com or (206) 391-9054 to update it.

Cancellation

After the minimum of 4 deliveries, you may cancel at any time. Any remaining balance in your account will be refunded via the method your payment was made.

Agreement with CSF Policies:

By becoming a member, you are agreeing to abide by the policies above.

I. PRIVACY

We have adopted a Privacy Policy (www.eatlocalseafood.com) that you should refer to in order to fully understand how we collect and use your information. The Privacy Policy is hereby incorporated into these Terms by reference. If you have any questions about our Privacy Policy, please contact us at VenturaFreshFish@gmail.com

II. ELECTRONIC COMMUNICATION

When you visit the Site or Order from our site, or send us e-mails, you are communicating with us electronically. In so doing, you consent to receive communications from us electronically. We will communicate with you by e-mail, sms text message or by posting notices on this Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.

III. ELIGIBILITY

No part of the Site is directed to persons under the age of 13. IF YOU ARE UNDER 13 YEARS OF AGE, PLEASE DO NOT USE OR ACCESS THE SITE AT ANY TIME OR IN ANY MANNER.

If you are using the Site on behalf of a company, entity, or organization (collectively “Organization”), then you represent and warrant that you (a) are an authorized representative of that Organization; (b) have the authority to bind that Organization to these Terms; and (c) agree to be bound by these Terms on behalf of that Organization.

IV. COPYRIGHT

Images of people, places and/or products posted on this Site are either the property of Eat Local Seafood or our licensors. Unless otherwise noted, all content included on this Site, including images, illustrations, designs, icons, photographs, video clips and written and other materials (together, with “Marks” (as defined below), “Eat Local Seafood Content”) is the property of Eat Local Seafood or its licensors, partners or affiliates and is protected by United States and international copyright laws. The compilation of this Site is the exclusive property of Eat Local Seafood and is protected by United States and international intellectual property laws. Any unauthorized use of any content or materials on this Site is strictly prohibited and may violate copyright and trademark laws, and/or the laws of privacy, publicity, and/or communications regulations and statutes. You may use the materials or content on this Site only with our prior written and express authorization. To inquire about obtaining authorization to use the materials or content on this Site, please contact us VenturaFreshFish@gmail.com

V. TRADEMARKS

All trademarks, service marks, and trade names (collectively the “Marks”) that appear on this Site are proprietary to Eat Local Seafood, or the other respective owners of such Marks. You may not display or reproduce the Marks in any manner without the prior written consent of Eat Local Seafood, and you may not remove or otherwise modify in any manner any trademark notices from any content offered or received through the Site.

VI. LIMITED LICENSE AND SITE ACCESS

We grant you a limited license to use the Site for personal use only. Consequently, this grant does not allow you to do any of the following: (a) resell or make any commercial use of this Site or any of the contents of this Site; (b) modify, adapt, translate, reverse engineer, decompile, disassemble or convert into human readable form any of the contents of this Site not intended to be so read. This includes using or directly viewing the underlying HTML or other code from this Site except as interpreted and displayed in a web browser; (c) copy, imitate, mirror, reproduce, distribute, publish, download, display, perform, post or transmit any of the contents of this Site (including any Marks) in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise; or (d) use any data mining, bots, spiders, automated tools or similar data gathering and extraction methods on the contents of the Site or to collect any information from the Site or any other user of the Site.

VII. ACCOUNTS, FORMS, REGISTRATIONS AND PASSWORDS

You represent and warrant that the information you provide to Eat Local Seafood upon creating an account on the Site and at all other times will be true, accurate, current, and complete.

To facilitate future purchases on the Site, you may choose to create an account by providing an e-mail address and password. Please note that you may choose to use the Site and make purchases without creating an account. If you do create an account, your account is personal to you, and you may not share your account information with, or allow access to your account by, any third party. As you will be responsible for all activity that occurs under your access credentials, you agree to use reasonable efforts to prevent unauthorized access to or use of the Site and to preserve the confidentiality of your username and password, and any device that you use to access the Site.

You agree to notify us immediately of any breach in secrecy of your log-in information. If you have any reason to believe that your account information has been compromised or that your account has been accessed by a third party, you agree to immediately notify Eat Local Seafood by e-mail to venturafreshfish@gmail.com You will be solely responsible for the losses incurred by Eat Local Seafood and others due to any unauthorized use of your account.

VIII. FEES AND PAYMENTS

Prices. The price for Products available for purchase through the Site will be displayed to you on the Site.

Payments. The Site currently uses third parties to process payments. Our third-party payment processors accept payments through various credit cards, including Visa, MasterCard, American Express and Discover.

United States Dollars. All monetary transactions on the Site take place in U.S. dollars.

IX. PROMOTION AND OFFER CODES

From time to time, Eat Local Seafood may offer qualified consumers “promotion codes” or “offer codes” through a variety of promotional activities and communications (collectively referred to herein as “offer codes”) that are redeemable towards a purchase on www.Eat Local Seafood .com, while supplies last, and subject to certain exclusions or any other restrictions as may be determined and communicated by Eat Local Seafood in its sole discretion. Only valid offer codes provided or promoted by Eat Local Seafood will be honored at checkout. Codes supplied or promoted by third parties unauthorized by Eat Local Seafood (including any unauthorized third party websites) will not be considered valid. Offer codes may not be combined and customers are limited to the use of a single offer code per order. Eat Local Seafood is not responsible for lost, stolen or corrupted codes or any unauthorized use of codes. Offer codes cannot be redeemed for cash or any cash equivalent; no substitutions or credits allowed. The dollar value of any offer code will not be refunded or credited back if any or all of the product is returned. Expiry dates may apply to each offer code. Offer codes are void if copied, transferred, sold, exchanged or expired, and where prohibited. Requests not complying with all offer code requirements will not be honored.

X. REFUNDS AND RETURNS; CANCELLATION

We do not accept returned seafood items. However, should you ever have any issues with the quality of your fish we will gladly make sure you are satisfied with your customer service experience. Our number one priority is satisfying our valued customers.

XI. CONTENT YOU SUBMIT TO Eat Local Seafood

From time to time, Eat Local Seafood may allow you to post reviews, comments, photos, or similar materials on the Site (collectively, “Reviews”). We welcome your comments regarding our Products and service, including our Site. However, any Reviews you submit to Eat Local Seafood must not harass, slander, malign, libel, defame, threaten, or otherwise violate any rights of any third-parties and must not include any profanity, obscene, indecent, pornographic, defamatory or unlawful material.

By posting a Review on the Site, you hereby grant Eat Local Seafood an unrestricted, assignable, sublicensable, perpetual royalty-free, fully paid up license throughout the world to reproduce, distribute, publicly display, transmit, communicate to the public, publicly perform on a through-to-the-audience basis, create derivative works from, and otherwise use and exploit (collectively, “Use”) all Reviews you post to the Site, for any purpose, including promoting and marketing Eat Local Seafood and the Products. You further grant Eat Local Seafood a royalty-free license to Use the name, image, and likeness of any person identifiable in any Review you post to the Site. By posting a Review, you waive any and all rights of publicity, privacy or any other rights of a similar nature, in addition to any moral rights you may have in your Review. Except for materials provided to you by Eat Local Seafood through the Site, you represent, warrant, and covenant that (i) you either are the sole and exclusive owner of Reviews that you post to the Site, or you have all rights, licenses, consents, and releases that are necessary to grant to Eat Local Seafood the rights in your Reviews as contemplated under the Terms, and (ii) the Reviews you post to the Site do not (A) infringe, misappropriate or violate the rights of any party or entity, including a third party’s patent, copyright, trademark, trade secret, moral rights, rights of publicity, rights of privacy or other intellectual property or proprietary rights, (B) constitute or result in defamation, libel, slander, or the violation of any applicable law or regulation (including, without limitation, restrictions on obscenity, child pornography, wiretap laws or other similar restrictions on nonconsensual recording, or otherwise), or (C) require Eat Local Seafood to obtain any licenses from or make any payments in any amounts to any third party throughout the world.

No Objectionable Content. You agree not to submit Reviews that: (i) are or could be interpreted to be infringing, defamatory, libelous, inaccurate, unlawful, harmful, threatening, abusive, harassing, vulgar, offensive, obscene, pornographic, objectionable, hateful, or promotes discrimination, bigotry, racism, or hatred, as determined by Eat Local Seafood in its sole discretion; or (ii) introduce viruses, time-bombs, worms, cancel bots, Trojan Horses and/or other harmful or malicious code.

Monitoring. Eat Local Seafood has no obligation to monitor this Site or any portion thereof. However, we reserve the right to review any Reviews and remove, delete, redact or otherwise modify such Reviews, in our sole discretion, at any time and from time to time, without notice or further obligation to you. Eat Local Seafood has no obligation to display or post any Reviews. Eat Local Seafood , subject to our Privacy Policy, reserves the right to disclose, at any time and from time to time, any information or posted content that it deems necessary or appropriate, including without limitation to satisfy any applicable, law, regulation, contractual obligation, legal, dispute process, or governmental request.

XII. DIGITAL MILLENNIUM COPYRIGHT ACT

• A physical or electronic signature of a person authorized to act on behalf of the owner of the works that have been allegedly infringed;

• Identification of the copyrighted work alleged to have been infringed (or if multiple copyrighted works located on the Site are covered by a single notification, a representative list of such works);

• Identification of the specific material alleged to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Eat Local Seafood to locate the material on the Site;

• Your name, address, telephone number, and e-mail address (if available);

• A statement that you have 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

• 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.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send Eat Local Seafood a counter-notice.

Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see 17 U.S.C. § 512 before filing a notice or counter-notice as there are penalties for false claims under the DMCA.

XIII. USE OF THE SITE

You agree to use the Site only for its intended purpose. You must use the Site in compliance with all privacy, data protection, intellectual property, and other applicable laws. The following uses of the Site are prohibited. You may not:

• attempt to interfere with, harm, reverse engineer, steal from, or gain unauthorized access to the Site, user accounts, or the technology and equipment supporting the Site;

• frame or link to the Site without permission;

• use data mining, robots, or other data gathering devices on or through the Site;

• post incomplete, false, or misleading information, impersonate another person, or misrepresent your affiliation with a person or entity;

• disclose personal information about another person or harass, abuse, or post objectionable material;

• sell, transfer, or assign any of your rights to use the Site to a third party without our express written consent;

• post advertising or marketing links or content, except as specifically allowed by these Terms;

• use the Site in an illegal way or to commit an illegal act in relation to the Site or that otherwise results in fines, penalties, and other liability to Eat Local Seafood or others; or

• access the Site from a jurisdiction where it is illegal or unauthorized.

XIV. DISCLAIMER

We do not represent or guarantee the truthfulness, accuracy, or reliability of content, posted by third parties. You accept that any reliance on material posted by third-party service providers will be at your own risk. By using the Site you accept the risk that you might be exposed to content that is objectionable or otherwise inappropriate. We may change, suspend, or discontinue any aspect of the Site at any time, including hours of operation or availability of the Site or any feature, without notice or liability.

User Disputes. We are not responsible for any disputes or disagreements between you and any third party you interact with using the Site. You assume all risk associated with dealing with third parties. You agree to resolve disputes directly with the other party. To the fullest extent permitted by law, you release Eat Local Seafood of all claims, demands, and damages in disputes among users of the Site. You also agree not to involve us in such disputes. Use caution and common sense when using the Site.

Content Accuracy. We make no representations about accuracy, reliability, completeness, or timeliness of any contents of the Site. Similarly, we make no representations about accuracy, reliability, completeness, or timeliness of any data from a third-party service provider or the quality or nature of third-party products or services obtained through the Services. Use the Site at your own risk.

We make no promises and, to the fullest extent permitted by law, disclaim all liability of specific results from the use of the Site.

Released Parties Defined. “Released Parties” include Eat Local Seafood and its affiliates, officers, employees, agents, partners, and licensors.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW: (A) YOUR USE OF THE SITE AND PRODUCTS IS AT YOUR SOLE RISK, AND THE SITE AND PRODUCTS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR SERVICES LISTED ON THE SITE, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) THE RELEASED PARTIES MAKE NO WARRANTY THAT (i) THE SITE WILL MEET YOUR REQUIREMENTS, (ii) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY GOODS OR SERVICE AVAILABLE ON THE SITE WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE SITE WILL BE CORRECTED; AND (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE THAT RESULTS FROM THE USE OF ANY SUCH MATERIAL.

XV. LIMITATION ON LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RELEASED PARTIES WILL NOT BE LIABLE TO YOU 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 Eat Local Seafood HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF THE SITE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY USER OR THIRD PARTY ON THE SITE; (v) YOUR RELIANCE ON CONTENT MADE AVAILABLE BY US; OR (vi) ANY OTHER MATTER RELATING TO THE SITE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE RELEASED PARTIES’ MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SITE OR YOUR USE OF Eat Local Seafood CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED $100.

XVI. DISPUTE RESOLUTION

• Generally. In the interest of resolving disputes between you and Eat Local Seafood in the most expedient and cost effective manner, you and Eat Local Seafood agree that any dispute arising out of or in any way related to these Terms or your use of the Site or Products will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or in any way related to these Terms or your use of the Site or Products, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND Eat Local Seafood ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

• Exceptions. Despite the provisions of the Section entitled “Generally” directly above, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law; or (d) to file suit in a court of law to address an intellectual property infringement claim.

• Arbitrator. Any arbitration between you and Eat Local Seafood will be governed by the Federal Arbitration Act, and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Eat Local Seafood . The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

• Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by U.S. Mail or electronic mail (“Notice”). Eat Local Seafood ’s address for Notice is: 1449 Spinnaker Dr. F Ventura, CA 93001. The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, you or Eat Local Seafood may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Eat Local Seafood must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor, Eat Local Seafood will pay you the highest of the following: (i) the amount awarded by the arbitrator, if any; (ii) the last written settlement amount offered by Eat Local Seafood in settlement of the dispute prior to the arbitrator’s award; or (iii) $1,000.

• Fees. If you commence arbitration in accordance with these Terms, Eat Local Seafood will reimburse you for your payment of the filing fee, unless your claim is for more than $15,000 or as set forth below, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in New York, New York, but if the claim is for $15,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Eat Local Seafood for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator’s ruling on the merits.

• No Class Actions. YOU AND Eat Local Seafood AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Eat Local Seafood agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding.

• Modifications to this Arbitration Provision. If Eat Local Seafood makes any future change to this arbitration provision, other than a change to Eat Local Seafood ’s address for Notice, you may reject the change by sending us written notice within 30 days of the change to Eat Local Seafood ’s address for Notice, in which case this arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and Eat Local Seafood .

• Enforceability. If the Section entitled “No Class Actions”) is found to be unenforceable or if the entirety of this Section XVII is found to be unenforceable, then the entirety of this Section XVII will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described directly below will govern any action arising out of or related to these Terms or your use of the Site or Products.

Choice of Law; Venue. These Terms will be governed and construed in accordance with the laws of the State of New York, excluding its conflicts of law rules. If a lawsuit or court proceeding is permitted under these Terms, then you and Eat Local Seafood agree to submit to the personal and exclusive jurisdiction and venue of the state and federal courts located within New York, New York.

XVIII. WE RESERVE THE RIGHT TO UPDATE AND REVISE THESE TERMS AT ANY TIME

From time to time we review these Terms to ensure that they comply with applicable law. Consequently, we reserve the right to update and revise these Terms at any time. You will know if these Terms have been revised since your last visit to the website by referring to the “Effective Date of Current Policy” date at the top of this page; provided, however, that we will endeavor to provide you with prior notice of any material changes that will apply to you. Your use of our website constitutes your acceptance of these Terms.

XIX. WAIVER

Either party’s failure to partially or fully exercise any rights or waiver of any breach of these Terms by the other party shall not prevent such party’s subsequent exercise of such right or be deemed a waiver by such party of any subsequent breach by the other party of the same or any other term of these Terms.

XX. SEVERABILITY

If any of these Terms are deemed invalid, void, or for any reason unenforceable, that term will be severed and will not affect the validity and enforceability of any remaining term or condition. NOTHING IN THESE TERMS WILL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

XXI. ENTIRE AGREEMENT

These Terms (including any document or terms expressly incorporated into these Terms) constitute the entire agreement between the user and Eat Local Seafood with respect to this Site and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written with respect to this Site. A printed version of these Terms and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Any rights not expressly granted herein are reserved.