

Terms of Use

Welcome to Turtle & Hughes. These terms and any other Turtle & Hughes policies referenced herein (together, the “Terms”) apply to your use of Turtle.com and any related websites (the “Site”) of Turtle & Hughes, Inc. (“Turtle & Hughes,” “we,” “us,” or “our”).

1. Acceptance of Terms

By accessing and using the Site, you accept and agree to be legally bound by the terms and conditions contained in these Terms. If you do not agree to these Terms, you should not access or use the Site.

a. Changes to Terms

We encourage you to review the Terms regularly to know about our practices. Turtle & Hughes reserves the right to modify, amend or update these Terms at any time and for any reason. If we make changes, we will let you know by revising the date at the top of the Terms. In some cases, we may also provide you with additional notice (such as sending you an email notification if you’ve provided your email address). Any changes we make to these terms will be effective immediately upon posting. Your continued use of the Site after such posting shall be deemed to constitute acceptance by you of the changes.

b. Language of the Terms

Where Turtle & Hughes has provided a foreign translation of the English language version of the Terms, the translation is provided for your convenience only and you agree that the English language version of the Terms will govern your usage of the Site. If there is any contradiction between the English language version of the Terms and a translation, then the English language version will take precedence.

2. Scope of Use

On the condition that you fully comply with these Terms, Turtle & Hughes grants you a limited, nonexclusive, non-transferable and revocable license to access and use the Site.

The use, reproduction, transmission or distribution of any information, software or other material made available through the Site for anything other than your company’s internal commercial use to conduct business with Turtle & Hughes without the prior written consent of Turtle & Hughes is strictly prohibited. You may use the Site only for purposes that are lawful and permitted by the Terms. Gathering data from the Site through harvesting, screen scraping or other automated means is strictly prohibited. You may not access (or attempt to access) or systematically retrieve data from, any part of the Site through any automated means (including use of scripts, bots or web crawlers). You shall not engage in any activity that interferes with or disrupts the Site or interferes with any other party’s use and enjoyment of the Site.

a. Creating Accounts

If and when applicable, where you create a member account on the Site, you are responsible for maintaining the security of your password and you accept all risk that someone may access your account without your permission. If you discover or suspect any security breaches, please let us know as soon as possible. You represent and warrant to us that all information that you provide in connection with your account is accurate, truthful, current and complete. Turtle & Hughes reserves the right to deny, deactivate, or terminate any account at our discretion.

b. User Content

The Site may contain message boards and other areas where you may post or upload messages or other user-generated content such as video, photos, blogs, comments, or other materials (collectively, "User Content"). You are solely responsible for all User Content you upload or post to the Site. Turtle & Hughes does not control the User Content and, as such, makes no representation or warranty as to the accuracy, integrity or quality of such User Content. In no event shall Turtle & Hughes assume or have any responsibility or liability for any User Content or for any claims, damages or losses resulting from their use and/or appearance on this Site.

You hereby represent and warrant that you have all necessary rights in and to all User Content you provide and all information it contains and that such User Content does not and will not infringe, violate or misappropriate any intellectual property or other rights of third parties or contain any libelous, fortuitous, or otherwise unlawful information. You acknowledge that Turtle & Hughes may or may not pre-screen User Content, but that Turtle & Hughes and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any User Content that is available on the Site. Without limiting the foregoing, Turtle & Hughes and its designees shall have the right to remove any User Content that violates these Terms or is otherwise objectionable.

If you post or upload any User Content to the Site, you further agree to the following rules of conduct:

- You agree not to post or upload any User Content that violates or infringes in any way upon the rights of others, including any statements which may defame, harass, stalk or threaten others;
- You agree not to post or upload any User Content that is unlawful, harmful, threatening, abusive, harassing, fortuitous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- You agree not to post or upload any User Content that violates any law or engage in activity that would constitute a criminal offense or give rise to a civil liability;
- You agree not to post or upload any User Content that advocates or provides instruction on illegal activity or discuss illegal activities with the intent to commit them;
- You agree not to post or upload User Content which contains advertising, marketing or any solicitation for products or services, or any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

- You agree not to impersonate any person or entity, including, but not limited to, any Turtle & Hughes employee, or falsely state or otherwise misrepresent your affiliation with any person or entity;
- You agree not to collect or store personal data about other users or otherwise violate another user's privacy;
- You agree not to post or upload any User Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- You agree not to upload or post any User Content that violates, infringes or misappropriates any third party's copyright, trademark, trade secret, right of publicity or other intellectual property or proprietary right. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, trade secrets, rights of publicity or other proprietary rights or any other harm resulting from such a submission.

c. Suggestions submitted to Turtle & Hughes through the Site

By submitting ideas, suggestions, documents, and/or proposals ("Suggestions") to Turtle & Hughes through its suggestion or feedback pages, you acknowledge and agree that: (a) your Suggestions do not contain confidential or proprietary information; (b) Turtle & Hughes is not under any obligation of confidentiality, express or implied, with respect to the Suggestions (c) Turtle & Hughes may use or disclose (or choose not to use or disclose) your Suggestions for any purpose, in any way, in any media worldwide; (d) Turtle & Hughes may have something similar to the Suggestions already under consideration or in development; (e) your Suggestions automatically become the property of Turtle & Hughes without any obligation of Turtle & Hughes to you and you hereby assign to Turtle & Hughes all right, title and interest (including all intellectual property rights) in such Suggestions; and (f) you are not entitled to any compensation or reimbursement of any kind from Turtle & Hughes under any circumstances.

3. Products

If you purchase products made available by Turtle & Hughes ("Products") through our online store, such Product sales are subject to and governed by the Turtle & Hughes Terms of Sale in addition to these Terms.

4. Intellectual Property

The Site contains text, software, logos, slogans, photos, video, graphics, music and sound, and other content (collectively "Turtle & Hughes Materials") that are protected by copyright, trademark, trade dress, patent, trade secret and/or other intellectual or proprietary rights. The Turtle & Hughes Materials and all rights therein are the exclusive property of Turtle & Hughes or its licensors. Without limiting the generality of the foregoing, Turtle & Hughes owns copyright in the selection, coordination, arrangement and enhancement of the Turtle & Hughes Materials, as well as in some or all of the content original to it. You may not screen scrape, copy, modify, decompile, reverse engineer, publish, distribute, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the Turtle & Hughes Materials in

whole or in part without the express written permission of Turtle & Hughes and its licensors or as otherwise expressly permitted by applicable law. You acknowledge that you do not acquire any ownership rights in the Turtle & Hughes Materials by use of the Site.

Turtle & Hughes's and its subsidiaries' and affiliates' trademarks, trade names, service marks and other Turtle & Hughes logos and brand features (collectively, "Turtle & Hughes Marks") are the exclusive property of Turtle & Hughes or its subsidiaries or affiliates. Without Turtle & Hughes's prior written permission, you may not display or use the Turtle & Hughes Marks in any manner. All other trademarks on the Site are the property of their respective owners (for example, our third-party product manufacturers).

Turtle & Hughes does not claim ownership of any User Content you post, submit or upload to the Site. By submitting, posting or uploading User Content to the Site, you automatically and hereby grant to Turtle & Hughes, its affiliates and subsidiaries a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, transferable right and license to use, publish, perform, display, exhibit, reproduce, modify, adapt, edit, translate, create derivative works from, incorporate into other works, distribute, sub-license and otherwise exploit such User Content (in whole or in part) in any form, media or technology now known or hereafter developed without any obligation of compensation to you.

You also permit any other user to access, view, store or reproduce the User Content for that user's personal use. Turtle & Hughes reserves all rights not expressly set forth in these Terms.

If you are a trademark or copyright owner and you believe that your trademark or copyright rights have been violated, please go to our Intellectual Property Rights Complaint Process and follow the instructions at that area.

5. Third Party Materials

We may make third party content, advertising or services available on the Site as a convenience to our users (for example, links to third party websites) ("Third Party Materials"). Our users may also include Third Party Materials in the User Content that they post to the Site. We do not control or endorse any Third Party Materials nor are we responsible for reviewing the accuracy of any Third Party Materials.

Your business dealings or correspondence with third parties, and any terms, conditions, warranties or representations applicable to any Third Party Materials, are solely between you and the applicable third party. When you leave our Site, you should be aware that these Terms and other Turtle & Hughes policies do not govern your use of other websites and services.

We may also interact with you on third party sites where we post content or invite your feedback, such as on LinkedIn, Facebook, YouTube, Pinterest or Twitter ("Social Media Sites"). While we encourage you to interact with us on Social Media Sites in a manner consistent with these Terms (including our Terms regarding the posting of User Content), we do not control these Social Media Sites, and these Terms do not apply to companies that Turtle & Hughes does not own or

control, or to the actions of people that we do not employ or manage. You should always check the terms of use posted on any Social Media Sites.

6. Links

In order to establish a hyperlink to the Site, you must contact Turtle & Hughes to obtain Turtle & Hughes's approval of the link. You may only use the text and images provided or approved by Turtle & Hughes, in the manner and location specified by Turtle & Hughes, and you must abide by the terms and conditions provided by Turtle & Hughes at that time.

7. Disclaimer of Warranty; Limitation of Liability

YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AVAILABLE" BASIS. TURTLE & HUGHES, ITS SUBSIDIARIES AND AFFILIATES, AND EACH OF THEIR RESPECTIVE TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS, CONTENT PROVIDERS AND LICENSORS EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: (i) THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE; (ii) NON-INFRINGEMENT; (iii) THAT THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; AND (iv) WITH RESPECT TO THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITE (INCLUDING THIRD PARTY MATERIALS).

NEITHER TURTLE & HUGHES, ITS SUBSIDIARIES AND AFFILIATES, EACH OF THEIR RESPECTIVE DIRECTORS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS, CONTENT PROVIDERS OR LICENSORS ARE LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF USERS OF THE SITE OR THIRD-PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

ANY CONTENT 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 AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TURTLE & HUGHES, ITS SUBSIDIARIES AND AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, PARTNERS, CONTENT PROVIDERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, DAMAGES

FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF TURTLE & HUGHES 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; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (v) ANY OTHER MATTER RELATING TO THE SITE. 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 OF MAY NOT APPLY TO YOU.

8. Indemnification

You agree to indemnify and hold Turtle & Hughes, its subsidiaries and affiliates, and each of their respective trustees, officers, employees, agents, contractors, partners, content providers and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of: (a) User Content you submit, post, transmit, modify or otherwise make available through the Site; (b) your use of the Site; (c) your violation of these Terms; or (d) your violation of any rights of another.

9. Termination

Turtle & Hughes reserves the right in our discretion to review, improve, change or discontinue, temporarily or permanently, the Site, features, information, materials or content on the Service with or without providing notice to you. Turtle & Hughes will not be liable to you or any third party for any changes or discontinuance of the Site or any part of the Site.

If accounts are set up and applicable, Turtle & Hughes may terminate, limit or suspend your access to the Site for any reason or for no reason at all, with or without notice, at Turtle & Hughes's discretion. You may cancel your account at any time by contacting us.

10. Privacy

For information about how Turtle & Hughes collects, uses and shares information about users of the Site, please refer to Turtle & Hughes's Privacy Policy.

11. International Users

Any materials published on the Site may refer to products, programs, or services that are not available in your country. Consult your local Turtle & Hughes business contact in this regard or via email.

Furthermore, Turtle & Hughes makes no representation that the Site is appropriate or available for use at other locations outside of the United States. Access to the Site from territories where

the Site's content is illegal is prohibited. You may not use the Site or export information and materials in violation of the export laws of the United States or any other country. If you access the Site from a location outside of the United States, you are responsible for compliance with all applicable laws.

12. Consent to Electronic Communications

By using the Site, you agree that we may communicate with you electronically regarding your use of the Site and that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that the communications be in writing. To withdraw your consent from receiving electronic notice, please notify us via email.

13. Governing Law

Your use of the Site is subject to all applicable local, state, national and international laws and regulations. These Terms will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions.

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU TO ARBITRATE DISPUTES WITH TURTLE & HUGHES AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM TURTLE & HUGHES.

In the event of any controversy or claim arising out of or relating in any way to these Terms, you and Turtle & Hughes agree to consult and negotiate with each other and, recognizing your mutual interests, try to reach a solution satisfactory to both parties. If we do not reach settlement within a period of sixty (60) days, then either of us may, by notice to the other demand mediation under the mediation rules of the American Arbitration Association. We both give up our right to litigate our disputes and may not proceed to arbitration without first trying mediation, but you and Turtle & Hughes are NOT required to arbitrate any dispute in which either party seeks equitable and other relief from the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. Except as otherwise required under applicable law, you and Turtle & Hughes intend and agree: (1) not to assert class action or representative action procedures and agree that they will not apply in any arbitration involving the other; (2) not to assert class action or representative action claims against the other in arbitration or otherwise; and (3) only to submit individual claims in arbitration and not seek to represent the interests of any other person or entity.

If settlement is not reached within sixty (60) days after service of a written demand for mediation, any unresolved controversy or claim will be resolved by arbitration in accordance with the rules of the American Arbitration Association before a single arbitrator in New Jersey. The language of all proceedings and filings will be English. The arbitrator will render a written opinion including findings of fact and law and the award and/or determination of the arbitrator will be binding on the parties, and their respective administrators and assigns, and will not be subject to appeal. Judgment may be entered upon the award of the arbitrator in any court of

competent jurisdiction. The expenses of the arbitration will be shared equally by the parties unless the arbitration determines that the expenses will be otherwise assessed and the prevailing party may be awarded its attorneys' fees and expenses by the arbitrator. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within ninety (90) days from the date the arbitrator is appointed. The arbitrator may extend this time limit only if failure to do so would unduly prejudice the rights of the parties. Failure to adhere to this time limit will not constitute a basis for challenging the award. Consistent with the expedited nature of arbitration, pre-hearing information exchange will be limited to the reasonable production of relevant, non-privileged documents, carried out expeditiously.

14. Miscellaneous

a. Entire Agreement

These Terms constitute the entire agreement between you and Turtle & Hughes and governs your use of the Site, superseding any prior version of these Terms between you and Turtle & Hughes with respect to the Site. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms. The section titles in these Terms are for convenience only and have no legal or contractual effect.

b. Separate Agreements

You may have other agreements with Turtle & Hughes or its affiliates or subsidiaries. Those agreements are separate and in addition to these Terms. These Terms do not modify, revise or amend the terms of any other agreements you may have with Turtle & Hughes.

c. No Professional Advice

The information available on the Site is intended to be a general information resource regarding the matters covered, and is not tailored to your specific circumstance. You should not construe this as legal, accounting or other professional advice. Use of the information on this Site is at your own risk.

d. Statute of Limitations

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 Site or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

e. Waiver and Severability of Terms

The failure of Turtle & Hughes to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms 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 the Terms remain in full force and effect.

f. Notice for California Users

California Website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

g. Assignment

These Terms are binding upon and inure to the benefit of the parties and their permitted successors and assigns. Notwithstanding the foregoing, you may not assign your rights under these Terms without Turtle & Hughes's prior written consent. Turtle & Hughes is permitted to assign its rights under these Terms in its sole discretion.

Privacy Policy

Turtle & Hughes Inc., headquartered in the United States ("Turtle & Hughes", "we" or "our"), has created this privacy policy for this website in order to demonstrate our firm commitment to privacy. This disclosure is intended to provide you with a level of comfort and confidence in how we collect, use and safeguard personal and other information we collect or that you provide through this website, and how you can contact us if you have any questions or concerns. We encourage you to read this policy before using this website. Your use of the websites signifies that you agree with all of this privacy policy. Turtle & Hughes and its affiliates may share this personal information with each other and use it consistently with this Privacy Policy. We may also combine it with other information to provide and improve our products, services, content, and advertising.

Information We Collect

When you visit our website, you may be asked to voluntarily provide your personal information, such as your name, company name, user id, street address, telephone number, email address and related information when you are requesting a quote, ordering products, signing up for a newsletter, or providing general feedback. If you opt not to provide us with personal information, you can still access our website; however, you may be unable to use certain functionalities on the website, such as requesting a quote or ordering products.

During a normal visit to our website, some non-personally identifiable information about you is collected. This is data that does not permit direct association with any specific individual and is collected on an aggregated (or anonymous) basis. Non-personal information may include information such as tracking website pages that are visited, amount of time spent on the website, clicks, page views, browser type and version, and zip code.

Also, certain functionalities of our website may allow you to create login credentials by typing in your user name/ID and password and other information or by using social network credentials, such as LinkedIn or Facebook. If you choose to create login credentials where you allow us or a third party to access your credential information that is publicly available or that you have made publicly available (e.g., user ID, profile picture, etc.), you “allow” our website to access and store this same information. For information regarding third party website privacy practices that may be linked to our website, refer to those third parties privacy statements; as Turtle & Hughes does not own or operate those third party or social networking websites.

The email and share functionalities on our website provide you with the opportunity to share content by emailing website content to anyone you choose including yourself or by sharing the information on a social networking website. When you share the information on a social networking website, you allow us to receive your personal and other information that is accessible.

What Do We Use Your Information For?

Our primary goal in collecting personal information from you when you visit our website is to provide you the functionality and services that you need to have for a meaningful and tailored experience while using our website features.

Any of the information we collect from you may be used in one of the following ways for internal business purposes:

- To personalize your experience – your information helps us to better respond to your individual needs;
- To improve our website – we continually strive to improve our website offerings based on the information and feedback we receive from you;
- To improve customer service – your information helps us to more effectively respond to your customer service requests and support needs;
- To analyze and manage our business – your information, whether public or private, will not be sold, exchanged, transferred, or given to any third party for any reason whatsoever, without your consent, other than for the express purpose of delivering on a request you have made to us;
- To fulfill orders and requests for products, services or information
- To process credit card payment
- To track orders and process returns and exchanges
- To track and confirm online orders
- To send periodic emails -the email address you provide will only be used to send you brochure fulfillment, response to request for quotation, marketing and promotional information, etc., as requested. Note: If at any time you would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email;
- To assist you in posting materials should we allow this capability in the future, such as reviews or stories, to our website – in doing so, your name may also be posted (please keep in mind that if you disclose personally identifiable information or other sensitive

data through a chat room, message board, or other public online forums, this information may be collected and used by others);

- To comply with legal requirements. We may collect, use, transfer, and disclose non-personal information for any purposes. Our primary goal in collecting aggregate (non-personal) information from you is to be able to perform website metrics that allow us to improve the functionality of the website and to understand which parts of the website are of most interest.

If we do combine non-personal information with personal information the combined information will be treated as personal information for as long as it remains combined.

Location of Your Personal Data

As Turtle & Hughes operates internationally, we may need to make your personal data available to companies and/or branches within our group which may be located outside your jurisdiction notably in countries which do not provide the same level of protection of personal data as in your jurisdiction.

This website is hosted on our web servers in the United States. By using Turtle & Hughes's website, and providing your personal data to Turtle & Hughes, you consent to the processing and transfer outside your jurisdiction, which may not provide an equivalent level of data protection to the laws in your home country.

If you are opposed to the transfer of your personal data please refer to the Section below "Your Rights & Your Consent".

Your Rights and Your Consent

You may at any time review or ask for the rectification or removal of your personal data held by Turtle & Hughes as well as object, at no charge, to any further use of the same personal data, such as for direct marketing purposes or the transfer of your personal data, by contacting us. Further information may also be requested from national data protection authorities.

How Do We Protect Your Information?

Turtle & Hughes maintains appropriate technical and organizational security measures to protect the security of your personal information against loss and misuse. Turtle & Hughes will use its best efforts to see that data transferred outside your jurisdiction will remain subject to the same security and confidentiality regime as the one they would have been subject to if located within your jurisdiction. We use reasonable security measures to protect the confidentiality of personal information under our control and appropriately limit access to it. We use a variety of information security measures to protect your online transactions with us. Our websites use encryption technology, such as Secure Sockets Layer (SSL), to protect your personal information during data transport. SSL protects information you submit via our websites such as ordering information, including your name, address and credit card number. However, we cannot

guarantee that any electronic commerce is totally secure. We encourage you to take affirmative steps to protect yourself online, including ensuring that any online account information you have remains secure.

Do We Use Cookies?

Yes, cookies are small text files that a website or its service provider transfers to your devices, such as mobile devices or computers through your web browser (if you allow) that enables the websites or service providers' systems to recognize your browser and capture and remember certain information. This can include whether you clicked on particular links or pages, or read pages on the site months or even years ago.

We use cookies to help us remember and process the items in your shopping cart, understand and save your preferences for future visits and compile aggregate data about site traffic and site interaction; so that we can offer a better website experiences and tools in the future.

This helps us make your experience more convenient, personal and relevant.

There are different types of cookies used by our website that have been categorized based on the guidelines found in the ICC UK Cookie guide. We use the following categories on our websites.

- **Category 1** – Strictly necessary cookies – these are essential cookies that let you move around the website and use its features, like accessing the shopping cart and submitting a request for quote. Without them, these features cannot be provided. These cookies do not collect any information that could be used for marketing or remembering where you've been on the internet.
- **Category 2** – Performance cookies – these collect information about how you use a website, for instance, which pages you go to most often, and if you get error messages. They do not collect information that identifies you, and all information is anonymous. It is used only to improve how the website works.
- **Category 3** – Functional cookies – these remember choices you make (such as the language or the region you are in) and provide personalized features. They can remember changes you have made to the text size, fonts and other parts of the web pages that you can customize if the capabilities are available to you. They may also provide services you've asked for, such as watching a video or commenting on a blog if those capabilities are available to you. Within these types of cookies, cookies are sorted as either temporary ("session" cookies) or more long-term ("persistent" cookies).
- **"Session"** cookies link your actions in one session only. This "session" starts when the web page is opened and finishes when it is closed. Then the cookie is deleted forever.
- **"Persistent"** cookies are where the cookie remains on your phone or computer for a specific period of time. They are activated automatically when you visit a particular website.

One other difference is if the cookie is "first-party cookie" or "third-party cookie." A first party cookie is set by the Turtle & Hughes website you're visiting, whereas a third-party cookie is set

by someone else. Turtle & Hughes will only allow third-party cookies that are approved by Turtle & Hughes.

By continuing to use our website, you are agreeing to the placement of cookies on your phone, mobile device or computer in order to analyze the way you use our website. You can block cookies by activating the setting on your web browser that allows you to refuse the setting of all or some cookies. These settings are usually found in the 'options' or 'preferences' menu of your web browser. In order to understand these settings or get further information, refer to the documentation provided by the provider / publisher of the web browser you are using. For further information about deleting or blocking cookies, please visit: <http://www.allaboutcookies.org>.

Do We Disclose Any Information to Outside Parties?

We do not sell, trade, or otherwise transfer to third parties your personally identifiable information. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

Third Party Links

Occasionally, at our discretion, we may include or offer third party products or services on our website. These third party sites have separate and independent privacy policies. We, therefore, have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

California Online Privacy Protection Act Compliance

Because we value your privacy we have taken the necessary precautions to be in compliance with the California Online Privacy Protection Act. We therefore will not distribute your personal information to outside parties without your consent. As part of the California Online Privacy Protection Act, all users of our website may make any changes to their information at anytime by emailing us.

Children Online Privacy Protection Act Compliance

We are in compliance with the requirements of COPPA (Childrens Online Privacy Protection Act), we do not knowingly collect any information from anyone under 13 years of age. Our website, products and services are all directed to people who are at least 13 years old or older. If we learn that we have collected the personal information of a child under 13 years of age, we will take steps to delete the information as soon as possible.

Online Privacy Policy Only

This online privacy policy applies only to information collected through our website and not to information collected offline.

Your Consent

By using our site, you consent to our website privacy policy.

Changes to our Privacy Policy

If we decide to change our privacy policy, we will post those changes on this page, and/or update the Privacy Policy modification date below. This policy was last modified on June 4, 2015.

Contacting Us

If you have any questions about this privacy policy, the data processing practices of Turtle & Hughes, or your dealings with one of Turtle & Hughes's websites, you can contact us at 732-574-3600.

Diversity/Equal Opportunity Policy

Turtle & Hughes values diversity and inclusion, and is committed to the principles of equal employment opportunity. Turtle & Hughes complies with all applicable laws prohibiting discrimination or harassment against any applicant or employee. This prohibition includes, without limitation, discrimination based on age, race, color, gender, national origin, religion, creed, disability, covered veteran status, genetic information, sexual orientation, gender identity, pregnancy, childbirth or related medical conditions, marital status, citizenship status, ancestry, amnesty, and any other personal characteristic protected by applicable law. This policy applies to all personnel actions, including but not limited to recruitment, hiring, placement, promotion, transfer, separation, compensation, benefits, training, and education.