**TERMS OF USE AND PRIVACY POLICY FOR THE WEBSITE OF**

**C&C IRRADIATOR SERVICE, LLC (“C&C”) AT** [**WWW.CCIRRADIATOR.COM**](http://WWW.CCIRRADIATOR.COM)

**By accessing and using this website you agree to comply with and be bound by the following terms of use and privacy policy (the “Terms”), which govern C&C’s relationship with you in relation to the website and all of its features, functions and tools.**

The terms “C&C”, “us”, “we” or “our” refer to C&C Irradiator Service, LLC, a District of Columbia limited liability company which is the owner and operator of this website. The terms “you” or “your” refer to the user or viewer of our website.

C&C’s website is not directed at children under the age of 18 or users from outside the United States, and such persons may not provide personal information through the website. By providing information through C&C’s website, its features and tools, you (a) consent to having your information used as set forth in these Terms, and (b) represent that you are eligible to access and use the website, its features and tools pursuant to these Terms.

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4. You may not sell, license or commercially exploit any of C&C’s Content and you may not modify or create any derivative work from C&C Content without C&C’s prior written permission. You agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through the C&C website, not to insert any code or product or manipulate the Content of the C&C website in any way that affects the users’ experience, and not to use any data scraping, data mining, data gathering or extraction method. Requests to use the Content for any purpose other than as permitted in these Terms should be directed to Chad Gunther, COO/QA Director, C&C Irradiator, LLC, 1030 Evarts St, NE, Washington, DC 20018, 570-912-2389 – phone, chad@ccirradiator.com.
5. You may not print, download, republish, reproduce, distribute, disseminate, modify or display any Third Party Content except with the prior written permission of the owner of such content.
6. We may terminate or suspend your right to use the website services, features and tools at any time, for any reason, without prior notice. Upon such termination or suspension, your right to use the website services, features and tools will immediately cease.
7. **Trademarks**. C&C, C&C Irradiator Service and the C&C’s Logo are trademarks and service marks of C&C and may not be used in connection with any third party product or service in a manner that is likely to cause consumer confusion or to disparage or harm the reputation of C&C or to diminish the distinctive quality of C&C’s marks and their association with C&C. All other trademarks not owned by C&C or its affiliate, that appear on this website are the property of their respective owners, including but not limited to the marks of our partners and products.
8. **Links to Other Websites and/or Materials**. At or throughout our website, we may provide you with convenient links to third party website(s) (“Third Party Sites”) as well as content or items belonging to or originating from third parties (the “Third Party Applications or Content”). These links are provided as a courtesy to our users. We have no control over Third Party Sites and Third Party Applications or Content or the promotions, materials, information, goods or services available on these Third Party Sites or Third Party Applications or Content. Such Third Party Sites and Third Party Applications or Content are not investigated, monitored or checked for accuracy, appropriateness or completeness by us, and we are not responsible for any Third Party Sites or Third Party Applications or Content accessed through or posted on our website, including the content, accuracy, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications or Content does not imply approval or endorsement thereof by us. If you decide to leave our website and access the Third Party Sites or use or install any Third Party Applications or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern.
9. **Disclaimer of Warranties and Limitation of Liability**
	1. We endeavor to provide excellent and accurate information and services and to keep the website operable and available. However, we shall have no liability for the website, its features and tools being unavailable to you or inoperable for any reason. Your use of this website, its portals and blogs, and any materials or information available thereon, is entirely at your sole risk and we shall have no liability relating thereto. Neither we nor any third parties make any representation, warranty or guaranty as to the accuracy, completeness, suitability, reliability or timeliness of the content, materials and information available on or through this website, its portals, blogs and other features and tools. You are solely responsible for ensuring that any information, materials, products or services available on or through this website meet your requirements and specific purpose.
	2. THE WEBSITE IS PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE WEBSITE AND THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES REFERENCED IN OR PROVIDED THROUGH THE WEBSITE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY OR FREEDOM FROM ERRORS, VIRUSES, BUGS, INTERRUPTION OR OTHER TECHNICAL PROBLEMS. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, CONTENT OR OTHER MATERIAL OBTAINED FROM THE WEBSITE.
	3. EXCEPT AS EXPRESSLY PROVIDED HEREIN, IN NO EVENT SHALL WE, OUR DIRECTORS, MEMBERS, OFFICERS OR EMPLOYEES, OR OUR LICENSORS OR PARTNERS, BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE WEBSITE, ITS FEATURES AND TOOLS, OR ANY MATERIALS OR INFORMATION AVAILABLE ON OR THROUGH THE SITE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE WEBSITE, ANY DELAYS ON THE SITE, OR THE INABILITY TO USE THE SITE OR ANY PORTION THEREOF, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **DMCA Take-Down Notices**.  If you are a copyright owner or an agent thereof and believe, in good faith, that any materials provided on or through this website infringe upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (*see* 17 U.S.C 512) (“DMCA”) by sending the following information in writing to our designated copyright agent:
11. The date of your notification;
12. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
13. A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that site;
14. A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work;
15. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and/or email address;
16. 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
17. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of a take-down notice, we will promptly remove the allegedly infringing material and will promptly notify the user who posted this material of the removal. Our designated copyright agent is Chad Gunther and his e-mail address is: chad@ccirradiator.com.

**Counter-Notices**. If you believe that your user content that has been removed from the website or Service is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use such content, you may send a counter-notice containing the following information to our copyright agent using the contact information set forth above:

* + - 1. Your physical or electronic signature;
			2. A description of the content that has been removed and the location at which the content appeared before it was removed;
			3. A statement that you have a good faith belief that the content was removed as a result of mistake or a misidentification of the content; and
			4. Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal courts in D.C. and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by our copyright agent, we may send a copy of the counter-notice to the original complaining party informing such person that we may reinstate the removed material in 10 business days. Unless our copyright agent receives notice from the complaining party of the complaining party filing or intending to file an action seeking a court order against us or the alleged infringer to restrain from engaging in infringing activity relating to the material at issue, we may replace the material in not less than 10, nor more than 14 business days from receipt of the counter-notice.

1. **Privacy Policy**

(a) **What Information Does C&C Collect?** C&C respects the privacy of its visitors to its website. Most data C&C collects is used only to help us better serve its visitors to our site. Our general policy is to collect and store only personal information that our visitors knowingly provide. If our privacy policies change, we will notify all users by a special announcement placed on the website.

(i) Information Collected From General Users

C&C does not collect any personal information from users browsing this website. Only aggregate data, such as the number of hits per page, are collected. Aggregate data are used for internal and marketing purposes and do not provide any personally identifiable information.

(ii) Information Collected From Contact Us Page and Chat Service

C&C collects and uses the user’s personal information that the user voluntarily provides on its Contact Us page (<https://www.ccirradiator.com/contact-us>) and the chat service, including the name, email and telephone number of the user.

(b) How does C&C use Cookies? A cookie is a piece of data stored on the user’s computer tied to information about the user. Cookies used on our website do not contain personally identifiable information. We use non-persistent, session based cookies, which terminate when the browser is closed. A non-persistent cookie in the browser’s memory is set whenever the user is authenticated during login. In subsequent transactions with protected pages, this cookie helps us to authenticate the user. All cookies generated by activities with the C&C’s website terminate when the browser is closed.

(c) **How does C&C Use Data Collected?** Generally, C&C uses information voluntarily submitted by users in the following ways:

(i) C&C Services

C&C uses data collected to (1) improve C&C’s website, online presence and customer service (2) inform you of our events, publications, resources, and services; and (3) communicate with you regarding our publications, services and other matters of interest to our visitors.

(ii) Disclosures to Third Parties

C&C does not sell user information to anyone. User personal information is not shared with third parties other than those acting as agents of our organization and as directed by C&C.

(iii) Website Analytics –

This website is hosted on the Wix.com platform. Wix uses “cookies”, which are text files placed on your computer, and are used to keep track of the user’s movements and actions on the website. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Wix. Wix will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for C&C and website operators and providing other services relating to website activity and internet usage. Wix may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Wix’s behalf. You may refuse the use of cookies by selecting the appropriate settings on your browser; however, please note that if you do this, you may not be able to use the full functionality of the Website. By using the website, you consent to the processing of data about you by Wix in the manner and for the purposes described above.

(d) **Ownership of Information**. We own the information you supply to us. We take your privacy seriously and will not sell, rent, lease or share your information with any non-affiliated third parties, except as described in these Terms. Your information will be used by us for the purposes described in these Terms. Information that you provide, including personally identifiable information, may be shared with affiliated business partners and companies. Your information may also be shared with other companies outside us and our affiliates: (i) as permitted by law, (ii) in the event of a transfer of ownership, assets or a bankruptcy of our company, (iii) where we determine that disclosure of specific information is necessary to investigate security breaches or to comply with the request of a law enforcement or regulatory agency or other legal process, or (iv) to protect our interests or safety or that of our users or visitors to the website.

(e) **Opt-Out/Choice**. You may always choose not to provide information, even though it may be needed to access and take advantage of certain aspects of the website. If you do not want to receive marketing or other communications from C&C, you may opt-out by e-mailing us at ­­­­­­­­­­­­­­chad@ccirradiator.com and indicating your desire not to receive future communications. We will endeavor to comply with your request as soon as reasonably possible, and you must understand that we may need to retain certain information for recordkeeping purposes.

(f) **Data Protection**. The security of your data is important to us. The data collected on the site is maintained in databases that are housed on equipment stored in secure, limited access facilities. Access to the database is restricted to those employees that are responsible for collecting the data and those whose duties require them to use the data. This website employs reasonable security measures to help protect the personal information submitted to us from loss, misuse, alteration or unauthorized access, both during transmission and once we receive it. Even with such measures, no website, method of transmission over the Internet or method of electronic storage is one hundred percent secure, so we cannot ensure or warrant the security of any information you provide. If any user suspects C&C has handled its personal information in a manner that does not comply with these Terms, please contact us by email at chad@ccirradiator.com or by calling 570-912-2389.

1. **Modification of These Terms and Miscellaneous**. We reserve the right to revise or modify any portion of these Terms at any time and to change the content and features of the website and the terms and conditions under which we offer access to and use of the website. In the event we make a change to these Terms, it will be posted here. You are encouraged to periodically review these Terms because your continued use of the website following any changes thereto will be deemed to constitute your acceptance of such changes.

These Terms, including, without limitation, the limitations of liability, will be binding on you and all third parties, including, but not limited to, your successors, heirs, executors, permitted assigns, insurance carriers and any other individual or entity asserting any right or claim relating to your use of the website.

These Terms are governed by and construed in accordance with the laws of the District of Columbia, without regard to its choice of law provisions. You consent and agree that any controversy, dispute or claim arising out of or relating to these Terms or to the use of the website shall be resolved by arbitration in Washington, D.C. before one arbitrator under the auspices of Judicial Arbitration and Mediation Services (“JAMS”) in accordance with its then outstanding streamlinedcommercial rules. A ruling of the arbitrator shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. Each party shall pay fifty percent (50%) of the fees and costs of JAMS and the arbitrator. 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 website must be filed within one (1) year after such claim or cause of action arose or be forever barred.

If any provision of these Terms shall be deemed invalid or unenforceable, the remaining portions shall not be affected thereby. Any failure on our part to enforce any provision of these Terms will not be considered a waiver of our right to enforce such provision.

We may assign or delegate these Terms, in whole or in part, to any person or entity at any time without your consent. You may not assign or delegate any rights or obligations under these Terms without our prior written consent, and any unauthorized assignment and delegation by you is void.

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