**Terms of Sale Agreement**

This Terms of Sale Agreement (this “Agreement”) constitutes a binding legal contract between you and Jamaican Jerk Food, Inc. (“Jamaican Jerk Food”), the owner and operator of the jerkfood.com website (the “Site”). By ordering any product or service via the Site, you signify your acceptance of this Agreement, as it may be amended or supplemented from time to time. Changes to this Agreement will be effective when posted.

This Agreement is intended to supplement the Website Privacy Policy. Jamaican Jerk Food takes the issue of privacy on the Internet very seriously. To view Your Privacy Rights, click here.

**Sales Tax**

You may place your order on our Site at any time (subject to any planned or unplanned periodic downtime) notice. With respect to taxes, they are due at the time of the purchase of merchandise, in accordance with the prevailing laws governing your geographic location. If any items are purchased from the Site and are subject to sales tax, Jamaican Jerk Food will make customers be aware of the tax amount due at the time of purchase.

**Product Description; No Refunds or Exchanges**

We attempt to describe the items offered on the Site as accurately as possible; however, we do not warrant that the descriptions or other content on the Site are accurate, complete, reliable, current, or error-free. All sales made through the Site are final. No refunds or exchanges for items purchased through this Site will be made.

**Display**

We have made every effort to display the items featured on this Site as accurately as possible. Please note, however, that the colors we use, as well as the display and color capabilities of your particular computer monitor, will greatly affect the colors actually seen on the screen. The Site cannot be responsible for the limitations of your monitor’s display of any color or detail.

**Payments and Disputed Payments**

We accept major credit cards, checks and money orders. You will bear all costs associated with a disputed credit card charge which results in action from Jamaican Jerk Food's merchant account provider, otherwise known as “charge-backs”.

**Pricing; Shipping; Pricing Errors; Other Errors**

Prices offered on the Site are quoted in US Dollars. Such prices do not include shipping and handling, expedited service, or sales taxes, if applicable, which will be added to your total invoice price. You are responsible for any shipping and handling charges and sales or use taxes that may apply to your order.

If the amount you pay for an item is obviously incorrect, regardless of whether it is an error in a price posted on this Site or otherwise communicated to you, then we reserve the right, at our sole discretion, to cancel your order and refund to you the amount that you paid. This policy will apply regardless of how the error occurred.

**Safe Shopping & Security**

Please click here to view Your Privacy Rights which describes our security procedures.

Under the Fair Credit Billing Act, your bank cannot hold you liable for more than $50 of fraudulent charges on your credit card. If your bank does hold you liable for up to $50 for purchases made fraudulently at the Site, Jamaican Jerk Food will reimburse you the full amount charged by your bank, but only if the unauthorized use of your credit card resulted through no fault of your own for purchases made at the Site. Check with your bank for more information about its policies regarding fraudulent charges. In the event of unauthorized use of your credit card, you may have to notify your bank or credit card provider or otherwise fulfill certain conditions of your agreement with them.

**Order Status**

Once you place an order, Jamaican Jerk Food will send you a personalized email within one business day and provide you with an order confirmation number. When your order is shipped, Jamaican Jerk Food will send you a shipment confirmation email with the shipping carrier tracking number, if available. By placing an order with Jamaican Jerk Food, you consent to receive email from Jamaican Jerk Food regarding your order. You can always contact us at (737) 802-4327 if you have any questions concerning your order.

**Disclaimer of Warranties**

YOU HEREBY WAIVE ALL OTHER REMEDIES, WARRANTIES, GUARANTEES OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WHETHER OR NOT OCCASIONED BY THE NEGLIGENCE OF JAMAICAN JERK FOOD. YOU ACKNOWLEDGE BY YOUR USE OF JAMAICAN JERK FOOD’S PRODUCTS THAT YOUR USE OF THE PRODUCTS AND ANY RELIANCE UPON THEM IS AT YOUR SOLE RISK, AND THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT YOU USE IN CONNECTION WITH JAMAICAN JERK FOOD’S PRODUCTS. JAMAICAN JERK FOOD EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

**Waiver and Limitation of Liability**

JAMAICAN JERK FOOD HAS PRICED ITS PRODUCTS UPON THE UNDERSTANDING, AND YOU HEREBY ACKNOWLEDGE THE UNDERSTANDING, THAT JAMAICAN JERK FOOD WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY FORM OF CONSEQUENTIAL, INCIDENTAL, STATUTORY, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES OF WHATEVER KIND OR TYPE ARISING FROM ANY TYPE OF COMMERCIAL, BUSINESS, ENVIRONMENTAL, TORT, WARRANTY, CONTRACT, STRICT LIABILITY OR OTHER CAUSES ARISING DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY PRODUCT AND/OR ITS USE, EXCEPT CONSEQUENTIAL DAMAGES FOR ANY INJURY TO A PERSON IN THE CASE OF PRODUCTS PURCHASED FOR CONSUMER USE. AS DEFINED BY 15 US C. § 2301.

Follow all instructions and heed all warnings accompanying any products associated with the Site. Some products, including those with small pieces, may not be suitable for children and should be kept out of the reach of children. All tools used for construction of craft products must be used carefully and with adult supervision.

YOU AGREE NOT TO JOIN IN ANY LAWSUIT WITH ANOTHER PERSON OR SERVE AS A CLASS REPRESENTATIVE OF ANY CLASS ACTION LAWSUIT AGAINST JAMAICAN JERK FOOD ARISING OUT OF YOUR PURCHASE OR USE OF PRODUCTS ORDERED VIA THE SITE.

Indemnification

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD COMPLETELY HARMLESS JAMAICAN JERK FOOD FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS, AND EXPENSES, INCLUDING ATTORNEYS’ FEES, ARISING FROM OR RELATED TO YOUR USE OF ANY ITEMS PURCHASED VIA THE SITE.

**Governing Law and Venue**

This Agreement, the entire relationship between you and Jamaican Jerk Food, and any litigation or other legal proceeding between you and Jamaican Jerk Food (whether grounded in tort, contract, law, or equity) shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to its choice of law rules. This contract is fully performable in Travis County, Texas.

Effective Date: 12/2015