

Terms of service

Throughout the site, the terms “we”, “us” and “our” refer to Popp’s Farm, LLC. Including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

General Conditions

The site is intended for users who are at least 21 years old. Persons under the age of 21 are not permitted to use or register for the Site. By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence.

Errors, Inaccuracies, and Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions.

Popp's Farm, LLC does not represent or provide a warranty as to the accuracy of the information contained herein. We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or update.

Indemnification

You agree to indemnify, defend and hold harmless Popp's Farm, LLC, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference or your violation of any law or the rights of a third-part. In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

Governing Law

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the state of Connecticut.

Contact Information

Questions about the Terms of Service should be sent to us at poppfarm@yahoo.com

PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content:

- (a) for any unlawful purpose;
- (b) to solicit others to perform or participate in any unlawful acts;
- (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- (f) to submit false or misleading information;
- (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
- (h) to collect or track the personal information of others;
- (i) to spam, phish, pharm, pretext, spider, crawl, or scrape;
- (j) for any obscene or immoral purpose; or
- (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

Our Rights

We may terminate your access, or suspend your access to all or part of the Site, without notice, for any conduct that we, in our sole discretion, believe is in violation of any applicable law or is harmful to the interests of another user or us.

Because customer service is paramount to our business, we reserve the right to refuse to sell products to you if it reasonably appears to us that you intend to resell the products. In addition, we reserve the right to limit quantities of items purchased by each customer, cancel any order or part of an order, or refuse service to anyone for any reason. We also reserve the right to change the terms of any offer or promotion at any time without notice. We do NOT charge your credit card until after your order has entered the shipping process. The contract for sale of goods between us and any customer is not entered into until we charge a valid credit card or otherwise accept payment.

ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

Disclaimer

You understand that we cannot and do not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this Site for the reconstruction of any lost data. We do not assume any responsibility or risk for your use of the Internet. The Content is not necessarily complete and up-to-date and should not be used to replace any written reports, statements, or notices we have provided. Investors, borrowers, and other persons should use the Content in the same manner as any other educational medium and should not rely on the Content to the exclusion of their own judgment. Information obtained by using this Site is not exhaustive and does not cover all issues, topics, or facts that may be relevant to your goals.

YOUR USE OF THIS SITE IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR STATUTORY. WE HEREBY DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

We make no warranty, express or implied, that the Site or any services, products, or information obtained on or through the Site will meet your requirements or will be uninterrupted, timely, secure, or error free, that defects will be corrected, or that this Site or the server that makes it available are free of viruses or other harmful components. We do not warrant or make any representation regarding use, or the result of use, of the Content in terms of accuracy, reliability, or otherwise. The Content may include technical inaccuracies or typographical errors, and we may make changes or improvements at any time.

YOU, AND NOT US, ASSUME THE ENTIRE COST OF ALL SERVICING, REPAIR, OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS SITE OR ITS CONTENT. WE MAKE NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND WE DO NOT ASSUME ANY LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THE CONTENT.

All of the information in this Site, whether historical in nature or forward-looking, speaks only as of the date the information is posted on this Site, and we do not undertake any obligation to update such information after it is posted or to remove such information from this Site if it is not, or is no longer, accurate or complete.

Limitation on Liability

IN NO EVENT WILL THE COLLECTIVE LIABILITY OF US AND OUR SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS

OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE LESSER OF \$100 OR THE AMOUNT YOU HAVE PAID POPP'S FARM, LLC FOR THE APPLICABLE CONTENT, PRODUCT OR SERVICE OUT OF WHICH LIABILITY AROSE.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content:

- (a) for any unlawful purpose;
- (b) to solicit others to perform or participate in any unlawful acts;
- (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- (f) to submit false or misleading information;
- (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
- (h) to collect or track the personal information of others;
- (i) to spam, phish, pharm, pretext, spider, crawl, or scrape;
- (j) for any obscene or immoral purpose; or
- (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

Our Rights

We may terminate your access, or suspend your access to all or part of the Site, without notice, for any conduct that we, in our sole discretion, believe is in violation of any applicable law or is harmful to the interests of another user or us.

Because customer service is paramount to our business, we reserve the right to refuse to sell products to you if it reasonably appears to us that you intend to resell the products. In addition, we reserve the right to limit quantities of items purchased by each customer, cancel any order or part of an order, or refuse service to anyone for any reason. We also reserve the right to change the terms of any offer or promotion at any time without notice. We do NOT charge your credit card until after your order has entered the shipping process. The contract for sale of goods between us and any customer is not entered into until we charge a valid credit card or otherwise accept payment.

ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).