

thepinehillfarm.com and thepinehillfarmshop.com TERMS & CONDITIONS

Effective Date: 3/28/2023

IMPORTANT! THESE TERMS OF SERVICE GOVERN YOUR USE OF THIS WEBSITE

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EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO YOUR USE OF THE SITE WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF COLORADO, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED FROM THIS AGREEMENT.

Your use of, and participation in, certain Services may be subject to additional terms (“**Supplemental Terms**”) and such Supplemental Terms will either be listed in the Terms of Service or will be presented to you for your acceptance when you sign up to use the supplemental Service. If the Terms of Service are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. The Terms of Service and any applicable Supplemental Terms are referred to herein as the “**Terms of Service.**”

PLEASE NOTE THAT THE TERMS ARE SUBJECT TO CHANGE BY COMPANY IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, Company will make a new copy of the Terms of Service available at the site and any new Supplemental Terms will be made available from within, or through, the affected Service on the site. We will also update the “Last Updated” date at the top of the Terms of Service. If we make any material changes, and you have registered with us to create an Account (as defined in the Registration section below) we will also send an e-mail to you at the last e-mail address you provided to us pursuant to the Terms. Any changes to the Terms will be effective immediately for new users of the site and/or Services and will be effective thirty (30) days after posting notice of such changes on the site for existing users, provided that any material changes shall be effective for users who have an Account with us upon the

earlier of thirty (30) days after posting notice of such changes on the site or thirty (30) days after dispatch of an e-mail notice of such changes to Registered Users (defined in the Registration section below). We may require you to provide consent to the updated Terms in a specified manner before further use of the site and/or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the site and/or the Services. Otherwise, your continued use of the site and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE SITE TO VIEW THE THEN-CURRENT TERMS.

Product Returns

Please see our return policy for details about returns and refunds.

Privacy Policy

Please see our privacy policy for additional terms that govern your use of this web site.

Access To This Site

THIS SITE IS INTENDED FOR USERS EIGHTEEN (18) YEARS OF AGE OR OLDER. IF YOU ARE UNDER EIGHTEEN YEARS OF AGE, DO NOT USE OR ACCESS THIS SITE FOR ANY REASON AND PLEASE EXIT THIS SITE IMMEDIATELY. ASK YOUR PARENT OR GUARDIAN TO ACCESS THIS SITE FOR YOU.

YOU MUST BE OF LEGAL AGE REQUIRED BY THE STATE OR PROVINCE YOU ARE IN TO PURCHASE OUR PRODUCTS. IT IS YOUR RESPONSIBILITY TO KNOW WHETHER YOU ARE LEGALLY ABLE TO PURCHASE OUR PRODUCTS.

To access this site or some of the resources it has to offer, you may be asked to provide certain registration details or other information. It is a condition of your use of this site that all the information you provide on this

site will be your correct, current, and complete information. If our Company believes the information you provide is not correct, current, or complete or is an impersonation of someone else, we have the right to refuse you access to this site or any of its resources, to terminate or suspend your access at any time, and delete any comments you have posted, all without prior notice.

1. **Use of the Services and Company Properties.** The Site, the Services, the Content (defined in the License to Use the Site section), and the information and content available on the site and in the Services (as these terms are defined herein) (collectively, the “Company Properties”) are protected by copyright laws throughout the world. Subject to the Terms of Service, Company grants you a limited license to reproduce portions of Company Properties for the sole purpose of using the Services for your personal or internal business purposes.
2. **Registration.**
3. **Registering Your Account.** In order to access certain features of Company Properties you may be required to become a Registered User. For purposes of the Terms of Service, a “Registered User” is a user who has registered an account on the site (“Account”).
4. **Security.** Any passwords used for the Account for this site are for individual use only. You will be responsible for the security of your password (if any) and you agree to accept responsibility for all activities that occur under your account or password. We have the right to monitor your password and, at our discretion, require you to change it. If you use a password that we consider insecure, we will have the right to require the password to be changed and/or terminate your Account. You are prohibited from using any services or facilities provided in connection with this site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, we have the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. We reserve the right to investigate suspected violations of these Terms of Service, and we reserve the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any Submission that is believed to violate these Terms of Service.

5. **Registration Data.** In registering an account on the site, you agree to (1) provide true, accurate, current and complete information about yourself as prompted by the registration form (the “Registration Data”); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (1) at least eighteen (18) years old; (2) of legal age to form a binding contract; and (3) not a person barred from using Company Properties under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of Company Properties by minors. You may not share your Account or password with anyone, and you agree to (1) notify Company immediately of any unauthorized use of your password or any other breach of security; and (2) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Company has the right to suspend or terminate your Account and refuse any and all current or future use of Company Properties (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account. Company reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party’s rights. You agree not to create an Account or use Company Properties if you have been previously removed by Company, or if you have been previously banned from any of Company Properties.
6. **Your Account.** Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and insure to the benefit of Company.
7. **Fees and Payment Terms.** N/A
8. **Payment.** You agree to pay all charges to your Account in accordance with the charges and billing terms in effect at the time a charge is due and payable. You must provide Company with a valid credit card (Visa, MasterCard, Discover or any other issuer accepted by us). Company reserves the right at

any time to change its prices and billing methods, either immediately upon posting on Company Properties or by e-mail delivery to you.

9. Taxes. Company's fees are net of any applicable Sales Tax. If any Services, or payments for any Services, under the Terms of Service are subject to Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to Company, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify Company for any liability or expense we may incur in connection with such Sales Taxes. Upon our request, you will provide us with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, "Sales Tax" shall mean any sales or use tax, and any other tax measured by sales proceeds, that Company is permitted to pass to its customers, that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.
10. Withholding Taxes. You agree to make all payments of fees to Company free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments of fees to Company will be your sole responsibility, and you will provide Company with official receipts issued by the appropriate taxing authority, or such other evidence as we may reasonably request, to establish that such taxes have been paid.
11. Third Party Provider. Evergreen Merchant Services

Payment

We gladly accept Visa and Mastercard.



Shipping and Delivery

Please view our shipping and delivery policy online.

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