

Revised as of [11/1/2024]

TERMS OF USE

By using our Site, you agree to these Terms of Use. Please read them carefully.

1. INTRODUCTION

Any website user's ("Customer", "you", "your" or "user") use of this website, and the features at this site (collectively, the "Site") are subject to these Terms of Use entered into between you and **Farm640, LLC** (collectively "Company", "we", "us" or "our"), together with any documents these Terms of Use expressly incorporate by reference (collectively, these "Terms"). These Terms govern your access and use of the Site, including any content, functionality and services offered on or through the Site; please read these Terms carefully before using this Site. By accessing and using the Site, you accept and agree to be bound by these Terms. If you do not want to agree to these Terms, you must not access or use the Site.

The Site is offered and available to users who are 13 years of age or older. By using this Site, you represent and warrant that you are at least 13 years of age and otherwise legally permitted to use the Site. If you do not meet these requirements, you must not access or use the Site.

From time to time, we may update the Site and these Terms in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Site thereafter. Your use of the Site after we post any changes to these Terms constitutes your agreement to those changes. You agree to review these Terms periodically to ensure that you are familiar with the most recent version.

2. SITE CONTENT

The Site and its entire content, features and functionality (including, but not limited to, certain graphics, photographs, images, screen shots, text, digitally downloadable files, trademarks, software, names, designs, displays, video and audio, logos, product and program names, slogans, and the compilation, design, selection and arrangement of the foregoing ("Site Content") is the property of the Company, its licensors and other providers of such material and is protected in the U.S. and internationally under trademark, copyright, patent, trade secret or other intellectual property or proprietary laws.

You agree not to download, display or use any Site Content in connection with products or services that are not those of the Company, in any other manner that is likely to cause confusion among consumers, that dilutes the strength of the Company's, its licensors' or its other providers' property, or that otherwise infringes the Company's, its licensors' or its other providers' intellectual property rights. You further agree to in no other way misuse any Site Content or third-party content that appears on the Site.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Site in breach of these Terms, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of any materials you have made. No right, title or interest in or to the Site or any Site Content is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Site not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.

If you are a trademark or copyright owner and you believe that your trademark or copyright rights have been violated, please contact us at gwiese@farm640.com.

Accessing the Site may require, without limitation, a stable internet connection and modern internet browser.

You may provide Company with suggestions, enhancement requests, recommendations, corrections, or other feedback (collectively, "Feedback"). You grant to Company and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its Site the Feedback.

Company reserves the right, in its sole discretion, to update, modify, or remove the features, functionality, or other aspects of the Site at any time.

3. REGISTRATION

We reserve the right to withdraw or amend the Site, and any Site Content or other service or material we provide on the Site, in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site. You are responsible for making all arrangements necessary for you to have access to the Site and ensuring that all persons who access the Site through your internet connection or, as applicable, your account, are aware of these Terms and comply with them.

To access the Site or some of the resources it offers, you may be asked to provide certain information in order to use certain Site services. It is a condition of your use of the Site that all the information you provide on the Site is correct, current and complete.

As applicable, you are responsible for maintaining the confidentiality of your username, password or any other piece of information provided through use of or access to the Site and for restricting access to and disclosure of such information. To the extent applicable, you agree to accept responsibility for all activities that occur under your account, including, without limitation, unauthorized usage of your account.

4. USE OF THE SITE

You may use the Site only for lawful purposes and in accordance with these Terms. You agree not to use the Site or any feature thereon: (a) for any purpose that is unlawful, tortious, intrusive on another's privacy, harassing, exploiting, libelous, defamatory, obscene, or threatening; (b) to upload, post, reproduce, or distribute any content, information, software, or other material that infringes on the intellectual property rights or other rights of any third party; (c) for any commercial purpose not expressly approved by the Company in writing; (d) in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries; (e) to send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms; (f) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined solely and exclusively by us, may harm the Company or users of the Site, or expose them to liability; (g) in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site; (h) to introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; (i) to attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site; (j) to attack the Site via a denial-of-service attack or a distributed denial-of-service attack; or (k) to otherwise attempt to interfere with the proper working of the Site.

We have the right to disable any account, username, password or other identifier, whether chosen by you or provided by us or otherwise restrict your access to the Sites at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

We have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone on the Site. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

5. RELIANCE ON INFORMATION POSTED

The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

6. PRICING AND PRODUCT PURCHASES

All purchases through our Site or other transactions for the sale of products are governed by these Terms of Use.

Additional terms and conditions may also apply to specific products, services, or features of the Site. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

With respect to items sold on the Site, the Company cannot confirm the price of an item until you order. Despite our best efforts, a small number of the items on our Site or in our catalog may be mispriced.

All prices on our Site are shown in U.S. dollars and, unless expressly stated, all applicable Taxes and other charges, if any, are additional. We reserve the right to adjust prices as we may determine in our sole discretion, at any time and without notice, including without limitation, as based on geographic or other criteria as we may establish from time to time.

Company retains the right to utilize third-parties in fulfilling any aspect of any transaction, including payment processing, confirming the transaction, providing the product, fulfilling an order, or performing any other aspect of the transaction. For example, upon submitting an order to us, Customer may receive an email from a third-party with an invitation to review their order.

You acknowledge that certain products may be subject to certain laws, regulations, or other binding rules that may limit the availability of certain products or your ability to purchase certain products. Company makes no representation that all listed products are available to be purchased by any customer.

All of our products are subject to availability, and we reserve the right to impose quantity limits on any transaction, to reject all or part of a transaction, and to discontinue offering certain products without prior notice. Company reserves the right to correct any errors, inaccuracies or omissions and to change or update information (including, without limitation, information related to text, pricing, availability and product descriptions) at any time without notice (including after you submitted your order and confirmation was received). The Company does not warrant that product descriptions or other content of any service or product is accurate, complete, reliable, current, or error-free.

You are not permitted to resell or otherwise use our products for commercial purposes.

7. CUSTOMER REPRESENTATIONS AND WARRANTIES

In the event that you purchase any product from the Site, you represent and warrant that: (a) you have the power and authority to enter into and perform its obligations under these Terms; (b) you will comply with all applicable laws in connection with your use of the goods purchased; and (c) you shall be solely responsible for all damages, claims, losses and expenses arising as a result of your use of the products.

8. INTELLECTUAL PROPERTY

We expressly reserve all rights in our intellectual property. These Terms of Use permit you to use the Site for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Site.

You must not:

- Modify copies of any materials from this site.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
- Access or use for any commercial purposes any part of the Site or any services or materials available through the Site.

9. MONITORING AND ENFORCEMENT

We have the right to:

- Remove or refuse to post any Site content for any or no reason in our sole discretion.
- Take any action with respect to any activity on the Site that we deem necessary or appropriate in our sole and exclusive discretion.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site.
- Terminate or suspend your access to all or part of the Site for any or no reason, including without limitation, any violation of these Terms of Use.

10. INDEMNIFICATION

You agree to indemnify, defend and hold the Company, its affiliates, parents, subsidiaries, suppliers, contractors, licensees and service providers and each of its and their officers, employees, directors, licensors, agents, representatives, successors and assigns harmless from any claims, damages, liabilities, losses, judgments, awards, costs and expenses, including reasonable attorneys' fees and costs, arising out of or relating to your violation of these Terms, your use of the Site, including any use of the Site content, services and products other than as expressly authorized in these Terms, or your use of any information obtained from the Site.

11. DISCLAIMER OF WARRANTIES

The Company does not endorse, verify, evaluate or guarantee any information. You shall not create or distribute information, including but not limited to advertisements, press releases or other marketing materials, or include links to any sites which contain or suggest an endorsement by the Company without the prior review and written approval of the Company.

THE SITE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT ANY SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE COMPANY OR THE SITE, THE COMPANY'S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM THE COMPANY ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

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12. DISCLAIMER OF PRODUCT WARRANTIES

Company may, for a fee, provide you with certain informational materials, through the Site or otherwise, relating to agriculture and business (the "Materials").

We do not guarantee the accuracy, reliability, or completeness of the Materials. The subject matter of the Materials is inherently unpredictable.

The Materials are provided for your personal, non-commercial use only and for entertainment purposes only. You may not use the Materials for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Company or others. You may not resell, sublicense, or otherwise distribute the Materials without prior written consent from Company.

We do not guarantee any specific results or outcomes from using the Materials.

As content hosted on the Site, the Materials are subject to all terms and conditions applicable to the Site under these Terms of Service, including all terms relating to intellectual property, disclaimers, limitations of liability, and indemnification obligations.

13. LIMITATIONS ON LIABILITY

TO THE FULL EXTENT PERMISSIBLE BY LAW, THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY SERVICE OR THE SITE. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE, THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SITE, NOR SHALL THE COMPANY BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND THE COMPANY'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THE SITE'S RECORDS, PROGRAMS, OR SERVICES. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO A NEGLIGENT ACT, WILL THE COMPANY OR ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS OR AGENTS BE LIABLE FOR ANY DAMAGE OF ANY KIND THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE SITE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

14. THIRD PARTY WEBSITES

The Site may hyperlink to sites not maintained by or related to the Company. Hyperlinks are provided as a service to users and are not sponsored by or affiliated with the Site or the Company, and the Company makes no representations or warranties about the content, completeness, or accuracy of those third party sites. Information you submit at a third party site accessible from the Site is subject to the terms of that site's policies, and the Company has no control over how your information is collected, used, or otherwise handled. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

15. PAYMENT AND BILLING INFORMATION

By providing a credit card or other payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third-party payment processor) to charge your payment method for the total amount of your purchase (including any applicable taxes and other charges) (each, a "Transaction"). If the payment method cannot be verified, is invalid or is otherwise not acceptable, your Transaction may be suspended or cancelled. You must resolve any payment method problems before we proceed with your Transaction.

The Company will collect applicable sales, use and other tax (collectively, "Tax") on goods and services for which we determine we have a duty to collect Tax. If a good or service is subject to Tax, you agree that the amount of Tax shown at checkout may be adjusted. Several factors may cause this, such as variances between processor programs and changes in applicable Tax rates.

16. OUR COMMUNICATIONS TO YOU

The Company may send electronic mail or otherwise contact you for the purpose of advising you about our products or services, including changes or additions to our products or services, or for such other purpose(s) as the Company deems appropriate. Upon the receipt of these communications, you will have the option to opt-out or unsubscribe from future electronic mail notifications. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.

17. ARBITRATION

At Company's sole discretion, it may require you to submit any disputes arising from these Terms or use of the Site, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Nebraska law.

18. MISCELLANEOUS

No waiver by the Company of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms of use and shall not affect the validity and enforceability of any remaining provisions. These Terms constitute a binding agreement between you and the Company and is accepted by you upon your use of the Site. These Terms and the agreements incorporated by reference, including, without limitation, any applicable Order Terms, constitute the entire agreement between you and the Company regarding the use of the Site and any sale of goods or services by Company. By using the Site you represent that you are capable of entering into a binding agreement, and that you agree to be bound by these Terms.

Nothing hereunder shall be construed to give either Customer or Company the power to act as an agent of the other.

These Terms are governed by the laws of the state of Nebraska, in the United States of America, and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms shall be governed by, and construed in accordance with, the laws of Nebraska, without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth herein and/or for entering any judgment on an arbitration award, shall take place in the State of Nebraska. These Terms operate to the fullest extent permissible by law.

EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL FOR ALL CLAIMS, INCLUDING COUNTERCLAIMS AND TORT CLAIMS, WHICH RELATE TO THE SUBJECT MATTER OF THIS INVOICE.

YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SITE, THESE TERMS, AND/OR THE SUBMISSION OF AND/OR OUR USE OR DISTRIBUTION OF CONTENT, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE, THE MATERIALS, OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

All other feedback, comments, requests for technical support and other communications relating to the Site should be directed to: gwiese@farm640.com