

TERMS OF USE AND SERVICES AGREEMENT

This Terms of Use and Services Agreement shall apply to www.greenthumbhub.com.

Agreement between User and www.greenthumbhub.com

www.greenthumbhub.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein.

Your use of www.greenthumbhub.com constitutes your agreement to all such terms. www.greenthumbhub.com is an E-commerce site.

The purpose of this web site is to:

- allow anonymous users the ability to search for produce and other items in their local area.
- allow member users the ability to purchase and create ads for produce they have grown and purchase access to the downloadable Directory.

Electronic Communications

Visiting www.greenthumbhub.com or sending emails to GreenThumbHub constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the site, satisfy any legal requirement that such communications be in writing.

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that www.greenthumbhub.com is not responsible for third party access to your account that results from theft or misappropriation of your account. www.greenthumbhub.com and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

www.greenthumbhub.com does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.greenthumbhub.com only with permission of a parent or guardian.

Cancellation/Refund Policy

You may cancel your account at any time from within the membership area of the site.

Due to the nature of electronic goods ('monthly/yearly service fees') on this site, refunds WILL NOT be offered. www.greenthumbhub.com must be notified of any transactional/financial issues within 14 days of the transaction date via the Contact Us page (email support). Any email messages received 14 days after the transaction date will not be considered.

Links to Third Party Sites/Third Party Services

www.greenthumbhub.com may contain links to other websites. The linked sites are not under the control of www.greenthumbhub.com and www.greenthumbhub.com is not responsible for the contents of any linked site, including without limitation any link contained in a linked site, or any changes or updates to a linked site. www.greenthumbhub.com is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by www.greenthumbhub.com of the site or any association with its operators.

Certain services made available via www.greenthumbhub.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the www.greenthumbhub.com domain, you hereby acknowledge and consent that www.greenthumbhub.com may share such information and data with any third party with whom www.greenthumbhub.com has a contractual relationship to provide the requested product, service or functionality on behalf of www.greenthumbhub.com users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use www.greenthumbhub.com strictly in accordance with these terms of use. As a condition of your use of the site, you warrant to www.greenthumbhub.com that you will not use the site for any purpose that is unlawful or prohibited by these terms. You may not use the site in any manner which could damage, disable, overburden, or impair the site or

interfere with any other party's use and enjoyment of the site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the site.

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Use of Communication Services

The site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group, you agree to use the communication services only to post, send and receive messages and material that are proper and related to the particular communication service.

By way of example, and not as a limitation, you agree that when using a communication service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other

similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such communication service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a communication service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the communication services; violate any code of conduct or other guidelines which may be applicable for any particular communication service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

www.greenthumbhub.com has no obligation to monitor the communication services. However, www.greenthumbhub.com reserves the right to review materials posted to a communication service and to remove any materials in its sole discretion. www.greenthumbhub.com reserves the right to terminate your access to any or all of the communication services at any time without notice for any reason whatsoever.

www.greenthumbhub.com reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in www.greenthumbhub.com's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any communication service. www.greenthumbhub.com does not control or endorse the content, messages or information found in any communication service and, therefore, www.greenthumbhub.com specifically disclaims any liability with regard to the communication services and any actions resulting from your participation in any communication service. Managers and hosts are not authorized www.greenthumbhub.com spokespersons, and their views do not necessarily reflect those of www.greenthumbhub.com.

Materials uploaded to a communication service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

Uploaded Content/Materials

www.greenthumbhub.com does not claim ownership of the materials you provide to www.greenthumbhub.com (including feedback and suggestions) or post, upload, input or submit to any site or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your submission you are granting www.greenthumbhub.com, our affiliated companies and necessary sublicensees permission to use your submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your submission; and to publish your name in connection with your submission.

No compensation will be paid with respect to the use of your submission, as provided herein. www.greenthumbhub.com is under no obligation to post or use any submission you may provide and may remove any submission at any time in www.greenthumbhub.com's sole discretion.

By posting, uploading, inputting, providing or submitting your submission you warrant and represent that you own or otherwise control all of the rights to your submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the submissions.

International Users

The service is controlled, operated and administered by www.greenthumbhub.com from our offices within the USA. If you access the service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the content accessed through www.greenthumbhub.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless www.greenthumbhub.com, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. www.greenthumbhub.com reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to

indemnification by you, in which event you will fully cooperate with www.greenthumbhub.com in asserting any available defenses.

Liability Disclaimer

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PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

Www.greenthumbhub.com reserves the right, in its sole discretion, to terminate your access to the site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Indiana and you hereby consent to the exclusive jurisdiction and venue of courts in Indiana in all disputes arising out of or relating to the use of the site. Use of the site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and www.greenthumbhub.com as a result of this agreement or use of the site. www.greenthumbhub.com's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of www.greenthumbhub.com's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the site or information provided to or gathered by www.greenthumbhub.com with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and www.greenthumbhub.com with respect to the site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and www.greenthumbhub.com with respect to the site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

www.greenthumbhub.com reserves the right, in its sole discretion, to change the terms under which www.greenthumbhub.com is offered. The most current version of the terms will supersede all previous versions. www.greenthumbhub.com encourages you to periodically review the terms to stay informed of our updates.

How to Contact Us

If you have any questions or concerns regarding this Terms of Use and Services Agreement, please feel free to contact us at the following email address.

Email:

info@greenthumbhub.com