

# **Terms and Conditions**

## **Agreement Between User and Collective Harvest**

The collectiveharvestathens.com website (the "Site") is made up of a series of web pages owned and operated by Collective Harvest and is offered to you based on your acceptance of the terms, conditions, and notices contained herein, without any modification to the aforementioned. (the "Terms"). By using this site, you agree to all such terms. Please read through the terms carefully, and feel free to print out a copy for your records.

## **Your Account**

Once you become a user of our 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 take place under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Collective Harvest is not responsible for third party access to your account that results from theft or misappropriation of your account. Collective Harvest and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

## **Electronic Communications**

Visiting collectiveharvestathens.com or sending emails to us constitutes electronic communications. You consent to receive electronic communications and you understand and agree that all notices, disclosures and other communications that we provide to you electronically, by way of email or on the Site, satisfy any and all legal requirement that such communications be in writing.

## **Assignment**

You may not assign or transfer these Terms, by operation of law or otherwise, without Collective Harvest's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and have no

effect. Collective Harvest may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

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

## **Refund Policy**

Your satisfaction is our top priority. If you are not satisfied with an order placed on our site, then let us know at: . We will do what it takes to make it right.

## **Links to Third Party Sites/Third Party Services**

Collectiveharvestathens.com may contain links to other websites that we partner with ("Linked Sites"). The Linked Sites are not under the control of Collective Harvest and Collective Harvest 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. Collective Harvest is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Collective Harvest of the site or any association with its operators, users, or affiliates.

Certain services made available via collectiveharvestathens.com are delivered by third party sites and organizations. By using a product, service or functionality originating from the collectiveharvestathens.com domain, you hereby acknowledge and consent that Collective Harvest may share such information and data with any third party with whom Collective Harvest has a contractual relationship to provide the requested product, service or functionality on behalf of collectiveharvestathens.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 collectiveharvestathens.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Collective Harvest

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.

All content included as part of the Service, such as text, graphics, videos, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Collective Harvest or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

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You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Collective Harvest or our licensors except as expressly authorized by these Terms.

### **Use of Communication Services**

The Site may contain chat and messaging areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to allow you to communicate with the public at large or with a group (collectively, "Communication Services"), 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 any of 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 from all necessary parties; 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(s) 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 site and community 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.

Collective Harvest has no obligation to monitor the Communication Services. However, Collective Harvest reserves the right to look over any and all materials posted to a Communication Service and to remove any materials at its sole discretion. Collective Harvest reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever. Collective Harvest 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 Collective Harvest's sole discretion.

Collective Harvest does not control/endorse the content, messages or information found in any Communication Service and, therefore, Collective Harvest specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service.

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.

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No compensation will be paid with respect to the use of your Submission, as provided herein. Collective Harvest is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Collective Harvest'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 Collective Harvest from our offices within the United States. If you access the Service from a location outside the United States, you are responsible for compliance with all local and/or national laws. You agree that you will not use the Collective

Harvest Content accessed through [collectiveharvestathens.com](http://collectiveharvestathens.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 Collective Harvest, 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. Collective Harvest 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 Collective Harvest in asserting any available defenses.

### **Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY UNINTENTIONALLY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. COLLECTIVE HARVEST AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

COLLECTIVE HARVEST AND/OR ITS SUPPLIERS, FARMERS, ARTISANS, OR PARTNERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. COLLECTIVE HARVEST AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COLLECTIVE HARVEST AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF COLLECTIVE HARVEST OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY 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**

Collective Harvest 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.

### **Choice of Law - Arbitration**

BY AGREEING TO THESE TERMS AND CONDITIONS, YOU HEREBY EXPRESSLY WAIVE ANY RIGHT THAT YOU MAY HAVE TO A TRIAL BY JURY IN ANY COURT ACTION COMMENCED BY YOU OR US TO

ENFORCE, COLLECT, DEFEND, ENJOIN, OR THAT OTHERWISE RELATES TO THESE TERMS AND CONDITIONS OR ANY OF THE TRANSACTIONS HEREIN DESCRIBED. LIKEWISE, YOU HEREBY WAIVES ANY RIGHT TO HAVE A JURY TRIAL IN ANY SUCH COURT ACTION FOR ANY DEFENSE, CLAIM OF SET-OFF, CLAIM OF RECOUPMENT, COUNTERCLAIM OR THIRD PARTY ACTION ASSERTED OR RAISED IN ANY SUCH LEGAL OR COURT ACTION. ANY COURT ACTION RELATING TO THESE TERMS AND CONDITIONS OR THE TRANSACTIONS HEREIN DESCRIBED SHALL BE TRIED EXCLUSIVELY TO A COURT WITHOUT A JURY. YOU HEREBY SPECIFICALLY ACKNOWLEDGE THAT YOUR AGREEMENT TO THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT FOR US PERMITTING YOU TO UTILIZE THIS SERVICE. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

### **Miscellaneous**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Collective Harvest as a result of this agreement or use of the Site. Collective Harvest's performance of this agreement is subject to existing laws as well as legal process(es), and nothing contained in this agreement is in derogation of Collective Harvest'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 Collective Harvest 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 Collective Harvest with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Collective Harvest



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**

Collective Harvest reserves the right, in its sole discretion, to change the Terms under which [collectiveharvestathens.com](http://collectiveharvestathens.com) is offered. The most current version of the Terms will supersede all previous versions. Collective Harvest encourages you to periodically review the Terms to stay informed of our updates.

## **Contact Us**

We welcome your questions or comments regarding these Terms:

Effective as of September 18, 2020