**The Home Grown Collective**

**Platform Terms and Conditions**

**Effective Date: December 5, 2023**

HOMEGROWNCOLLECTIVE, Inc. (“**Home Grown**” or “**we**,” “**us**” or “**our**”) operates a digital marketplace, which helps our networks of local member producers, farmers, livestock breeders, produce dealers, fisheries, educators, and similar members of our agricultural communities (“**Producers**”) connect with local household consumers (“**Consumers**”) to buy and sell food and other products (“**Products**”) and take part in other opportunities.

These Platform Terms and Conditions (“**Platform Terms**”) govern your use of our website, http://www.homegrowncollective.org/ (“**Website**”) and our mobile application (the “**App**”). We refer to the Website and App together as the “**Platform**.” By accessing or using the Platform, you agree to read, comply with, and be legally bound by these Platform Terms.

We are not a party to any agreements entered into between Consumers and Producers. WE HAVE NO CONTROL OVER THE CONDUCT OF CONSUMERS, PRODUCERS AND OTHER USERS OF THEPLATFORM. Our purpose is to solely facilitate the connection between Producers and Consumers.

**MANDATORY ARBITRATION NOTICE; CLASS WAIVER; AND WAIVER OF TRIAL BY JURY.** These Platform Terms contain provisions: 1) requiring you to resolve disputes by binding arbitration on an individual basis rather than court, jury trials, or class actions; and 2) which limit the remedies available to you in the event of a dispute. You waive any right to participate in a class action lawsuit, class-wide arbitration, or to receive a jury trial. Please carefully review the Dispute Resolution and Arbitration section of these Platform Terms before you access or use the Platform.

1. **ACCESS TO AND USE OF THE PLATFORM**
	1. **No Responsibility for Products. You agree that we are not responsible and shall not be liable for the safety of any Products.**
	2. **Authorization.** Subject to your compliance with these Platform Terms, Home Grown hereby grants you a non-exclusive, non-transferable right to access and use the Platform.
	3. **Changes to Terms.** We may update or modify these Platform Terms from time to time, without limitation by posting a notice of such changes and a revised version of these Platform Terms on the Platform. By accessing or using the Platform after we have provided such notice, you agree to be bound by such modifications.
	4. **Personal Information.** By accessing or using our Platform, you agree that we may collect, use, disclose, transfer, and share your personal information, as described in our Privacy Policy, available at [URL for Privacy Policy].
	5. **Platform Availability.** You acknowledge that our Platform may not be available due to any number of factors including, but not limited to, periodic system maintenance, scheduled or unscheduled, acts of God, unauthorized access, viruses, denial of service or other attacks, technical failure of our Platform and/or telecommunications infrastructure, or disruption. Therefore, you release us from all liability related to the availability, accessibility, security, or performance of our Platform caused by such factors.
	6. **Rights to Change or Terminate the Platform.** We have the right to take any of the following actions in our sole discretion without notice and without any liability for any reason:
		1. change or terminate all or any part of the Platform;
		2. restrict or terminate your access to all or any part of the Platform; or
		3. refuse, move, or remove any Platform content that is available on the Platform.
	7. **Fraudulent Activity.** If we suspect that you are engaging in any fraudulent, abusive, misleading or illegal activity, we may refer such matter to appropriate law enforcement authorities.
	8. **Errors.** We reserve the right to change or update information and to correct errors, inaccuracies or omissions at any time without prior notice. Without limiting anything set forth in these Platform Terms, you acknowledge and agree that under no circumstances will we be responsible for any loss, damage or liability arising out of any mistakes or other errors made by you as a result of your access to or use of our Platform.
2. **FOOD PRODUCT RISKS**
	1. **Product Safety.** Producers, and not Home Grown, are responsible for the safety and quality of their products; and for verifying their fitness for human and/or animal consumption.
	2. **Allergies.** If you have food allergies, do not purchase food Products on the Platform. **We have no control over the Producer’s Products, including any labeling or ingredients used.**
	3. **Not FDA Evaluated.** The Products are not reviewed or approved by the United States Food and Drug Administration (FDA), however, they must contain ingredients and components that have been shown to be safe or are generally recognized as safe. Moreover, the labeling and marketing claims made about specific Products are not intended as medical advice for purposes of diagnosis, treatment, curing or preventing disease or other conditions. Home Grown is not involved in or responsible for evaluating the products’ safety and compliance with applicable federal, state and local requirements.
	4. **Issues with Food Products.** If you have any issues with food Products, including any food poisoning or other related issues, please contact the Producer immediately through the Platform.
	5. **Food-specific Restrictions.** If you sell food through the Platform, you must:
		1. comply with any applicable federal, state or local laws, rules, and regulations regarding food safety, packaging, labeling and sales;
		2. promptly provide us with your current licenses or certifications;
		3. notify us if your license or certification becomes invalid or expires and immediately stop selling food on the Platform until your license or certification is back in good standing; and
		4. identify ingredients including any potential allergens and provide sufficient warnings of allergens on your page.
	6. **Food Poisoning**. If you receive any reports of food poisoning or related conditions, you must immediately stop selling any potentially impacted Products on the Platform until you are able to adequately investigate and notify any Consumers that are potentially at risk of illness. Notice shall also be provided to us for operational purposes.
3. **ACCOUNTS**
	1. **Requirements**. When you create an account on the Platform (“**Account**”), you agree (i) that you are at least 18 years old and (ii) to read, comply with, and be legally bound by these Platform Terms and any additional terms and conditions published on the Platform that are applicable to your use of the Platform.
	2. **Individual Use Only.** You agree that you will not resell any Products purchased through the Platform and will use the Platform only as it is intended.
	3. **Security** If you create an Account, you agree that you:
		1. are responsible for maintaining the confidentiality and security of your account;
		2. will not allow anyone else to use your account;
		3. will keep your password confidential and will be responsible for all use of your password and your account;
		4. will change any account name or password if the password is lost, stolen, or otherwise compromised and will immediately notify us of such an incident.
		5. authorize Home Grown to access your account, including your data as necessary to administer, operate, or configure the Platform.
4. **PRODUCER TERMS**
	1. **Listing Products on the Platform.** By listing Products on the Platform, you agree that you will:
		1. honestly and accurately represent your Products, including in listings and in photos; and not make false or misleading marketing and advertising about them.
		2. comply with any of the policies you create on your page, such as your shipping terms;
		3. use your own photographs or video content — not stock photos, artistic renderings, or photos used by other sellers or sites – and note any differences between images and the Products available; and
		4. set a price for all listed items.
	2. **Regulatory Compliance.** By listing your Products on the Platform, you agree to be responsible for compliance with all applicable federal, state, and local legal and regulatory requirements including but not limited to food safety, labeling, adverse event report, consumer complaint investigation and recall requirements.
	3. **Removal of Listings.** We may remove any listings that violate our policies or that we otherwise find objectionable. We may also suspend or terminate your account for any policy violations.
	4. **Labeling.** If you list a Product, you agree that you are responsible for complying with all applicable laws and regulations for the Products you list, including any required labeling, marketing, and advertising statements; and warnings. We are not responsible for the accuracy or content of your listings, or other regulatory compliance associated with the labeling and promotion of these Products.
	5. **Safety. You agree that we are not responsible and will not be liable for the safety of any Products. Producers are responsible for ensuring the fitness of their Products for human and/or animal consumption.**
	6. **Shipping and processing times.** Producers are obligated to ship an item or otherwise complete a transaction with a Buyer in a prompt manner, unless there is an exceptional circumstance.
	7. **Cooperation.** Producers must cooperate with us and provide reasonable assistance, if needed, to allow us to fulfill our obligations under any applicable laws, rules, or regulations.
	8. **Prohibited Items.** Even if they otherwise meet our criteria, you cannot sell any of the following:
		1. Alcohol, tobacco, illicit drugs or drug paraphernalia, approved or unapproved medical drugs, treatments, or devices;
		2. Weapons, hazardous materials, recalled items, or other dangerous items;
		3. Items that violate laws, promote illegal activity, or are highly regulated (including internationally regulated items);
		4. Items containing content that violate our Platform Terms, including items with mature content, nudity, gratuitous violence, as well as any item that glorifies or promotes violence or hatred;
		5. Live animals or items created using any endangered species, threaten species, or ivory;
		6. Items that violate our intellectual property policies; and
		7. Any other category of items we state are prohibited on the Platform.
5. **ORDERS**
	1. **Payment Cards**. Purchases of Products through the Platform must be made by credit or debit card. Information about our collection and use of payment-related information is described in our Privacy Policy available at [URL for Privacy Policy].
	2. **Accuracy.** All payment information you provide to us must be accurate, complete, and current. You agree to pay all charges you incur using our Platform.
	3. **Third Party Payment Processing**. We currently use Stripe as our third-party payment processors. Any transactions using these processors is subject to that company’s terms of service.
	4. **Prices.** All prices posted on the Platform are subject to change without notice and are set by the Producer. The price charged for a Product will be the price in effect at the time the order is placed and will be set out in your order confirmation notification. Price changes will only apply to orders placed after such changes. We are not responsible for pricing, typographical or other errors, and we reserve the right to cancel any orders arising from such errors.
	5. **No Reselling**. You agree that you will not resell any Products purchased through the Platform and will use the Platform only as it is intended.
6. **USER CONTENT**
	1. **User Content.** In using the Platform, you may upload, import into, or create text, information, communication, or material, such as when you leave a review (collectively, “**User Content**”). Although we reserve the right to edit or remove content that violates these Platform Terms, you agree that you are responsible and liable for all User Content you post.
	2. **Reliance on User Content.** We do not endorse any User Content and are not responsible or liable for any User Content that appears on the Platform.
	3. **Restrictions on User Content.** You may not publish, post, distribute, or disseminate any User Content could reasonably be viewed as:
		1. hate speech or speech that is defamatory to an individual or group of individuals on the basis of religious belief, race, gender, age, disability, or otherwise;
		2. obscene, harassing, threatening, pornographic, or abusive;
		3. capable of inciting violence or containing graphic or gratuitous violence;
		4. fraudulent or misleading, or otherwise objectionable;
		5. infringing or violating someone else’s rights; or
		6. invading another person’s privacy, such as identifying any person without their consent or disclosing their personal contact details.
	4. **Review & Removal of Material**. We have no obligation but reserve the right to review, screen, refuse to post, remove in whole or in part, modify, edit, reorganize, recategorize, and delete (at any time, for any reason, and without prior notice) any User Content in its absolute and sole discretion, including without limitation upon any violation of these Platform Terms. We have no obligation to archive or otherwise store any User Content. We reserve the right to impose limits on features of the Platform (e.g., the ability to provide User Content).
7. **INTELLECTUAL PROPERTY**
	1. **Intellectual Property Rights Defined.** For purposes of these Platform Terms, “**Intellectual Property Rights**” means, on a worldwide basis, all patents, trademarks, service marks, trade name rights, logos, drawings, inventions, copyrights, mask works, samples, processes, moral rights, rights of publicity, rights of ownership, designs, design rights, trade secrets, specifications, instruction manuals, technology, materials, know how, information, data, goodwill, improvements and writings, and any applications, registrations or common law rights in any of the foregoing, as applicable.
	2. **Ownership of the Platform**. We own or licenses all rights, title and interest, including all Intellectual Property Rights, in and to the Platform, including without limitation, all software and code that comprise and operate the Platform and all the text, photographs, illustrations, images, graphics, audio, video, URLs and other materials provided by us through the Platform.
	3. **Feedback**. You may, at your own discretion, choose to provide us with ideas, suggestions, proposals, or bug or crash reports for the Platform (“**Feedback**”). In such event, you agree that we are the owner of such Feedback, and we are free to use it for our business purposes, including by incorporating it into the Platform without any payment or attribution or other obligation to you.
8. **COMPLIANCE WITH LAWS; ACCEPTABLE USE**
	1. **Compliance with Laws**. You agree that your use of the Platform is subject to all applicable local, state, and national laws and regulations.
	2. **Interactions with Other Users.** The Platform allows you to interact with other users of the Platform online and in person. You understand that we do not screen users of our Platform other than to meet certain compliance and legal obligations, and you release us from all liability relating to your interactions with other users. Please be careful and exercise caution and good judgment in all interactions with others, especially if you are meeting someone in person. **WE HAVE NO CONTROL OVER THE CONDUCT OF PRODUCERS, CONSUMERS, OR OTHER USERS OF THE PLATFORM.**
	3. **Prohibited Uses**. When using the Platform, you shall not:
		1. engage, or assist, in any activity that violates any international, state, or local laws, rules or regulations;
		2. interfere with other users’ access to or use of the Platform.
		3. harass, annoy, intimidate or threaten any of our employees or other users you interact with as a result of your use of the Platform;
		4. impersonate any person or entity;
		5. collect or store personal information about other users of our Platform, except as specified in these Platform Terms or in other agreements between you and us;
		6. otherwise use the Platform outside of its intended purposes, including in an effort to compete with us or as part of a revenue-generating endeavor that we do not authorize;
		7. reformat or reframe any portion of our Platform;
		8. interfere with, disrupt, or create an undue burden on our Platform, networks, or servers;
		9. transmit or upload any software or other materials that contain any viruses, worms, trojan horses, defects, time bombs or other items of a destructive nature;
		10. attempt to bypass any of our measures designed to limit your access to the Platform, or any part of it;
		11. create derivative works from, download, modify, copy, adapt, disassemble, decompile, translate or reverse engineer any portion of our Platform or otherwise attempt to reconstruct or discover any source code or underlying ideas, algorithms, file formats, or programming interoperability interfaces of our Platform;
		12. distribute, publish, broadcast, reproduce, retransmit, or publicly display any part of the Platform;
		13. access or use our Platform in a service bureau or time-sharing environment (including, without limitation, accessing our Platform to provide third parties a service consisting solely of the collection and entry of data and other information on our Platform);
		14. engage in any automated use of the Platform, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
	4. **Off-Platform Interactions.** You agree to take reasonable precautions in all communications and interactions with other users of the Platform and with other persons with whom you communicate or interact with as a result of your use of the Platform, including Producers and other Consumers, particularly if you decide to meet in person regardless of whether such meetings are facilitated by the Platform.
9. **PRODUCER INDEMNIFICATION**
	1. You agree that if Home Grown gets sued because of something that you sold or attempted to sell on the Platform, you agree to defend and indemnify us. This means that you will defend Home Grown, and any of our employees, and hold us harmless from any legal claim or demand, including reasonable attorney fees, that arises from your actions, your violation these Platform Terms, or you or your account’s infringement of someone else’s rights. We reserve the right to handle our legal defense however we see fit, even if you are indemnifying us, in which case you agree to cooperate with us so we can execute our strategy.
10. **DISCLAIMER OF WARRANTIES**
	1. **No Warranties on the Products.** We do not make any warranties about the quality, safety, authenticity, or legality of any Products.
	2. **Food-Related Risks.** YOU ARE SOLELY RESPONSIBLE FOR, AND ASSUME ALL RISKS RELATED TO, THE CONSUMPTION OF ANY FOOD PRODUCTS PURCHASED THROUGH THE PLATFORM. BUYERS ARE ALSO SOLELY RESPONSIBLE FOR KNOWING ABOUT ANY FOOD ALLERGIES YOU MAY HAVE AND VERIFYING THE SAFETY AND FITNESS FOR CONSUMPTION OF THE PRODUCTS AND THEIR CONTENTS BEFORE HANDLING, PREPARING, USING, OR CONSUMING SUCH PRODUCTS. PRODUCERS AND NOT HOME GROWN ARE EXCLUSIVELY RESPONSIBLE FOR COMPLYING WITH APPLICABLE FEDERAL, STATE AND LOCAL FOOD SAFETY LAWS; AND ANY OTHER RULES PERTAINING TO THE LABELING, ADVERSE EVENT REPORTING, RECALLING OF PRODUCT AMONG OTHERS.
	3. TO THE FULLEST EXTENT PERMITTED BY LAW, OUR PLATFORM IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.
	4. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR CONTENT ON THE PLATFORM. YOU HEREBY ACKNOWLEDGE THAT OUR PLATFORM MAY NOT BE AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING, BUT NOT LIMITED TO, PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, UNAUTHORIZED ACCESS, VIRUSES, DENIAL OF SERVICE OR OTHER ATTACKS, TECHNICAL FAILURE OF OUR PLATFORM AND/OR TELECOMMUNICATIONS INFRASTRUCTURE, OR DISRUPTION. WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY REGARDING THE USE AND/OR AVAILABILITY, ACCESSIBILITY, SECURITY, OR PERFORMANCE OF OUR PLATFORM CAUSED BY SUCH FACTORS.
	5. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE HOME GROWN COLLECTIVE, ITS AFFILIATES, OR OTHER THIRD PARTIES SHALL CREATE A WARRANTY OF ANY KIND.
	6. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES MAY NOT APPLY TO YOU.
11. **LIMITATION OF LIABILITY**
	1. **Maximum Liability.** WITHOUT LIMITING ANYTHING SET FORTH IN THESE PLATFORM TERMS, TO THE FULLEST EXTENT PERMITTED BY LAW, OUR ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, WITH RESPECT TO YOUR ACCESS TO AND USE OF OUR PLATFORM SHALL BE $100.
	2. **No Liability for Incidental Damages.** IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR ACCESS TO OR USE OF OUR PLATFORM OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR ACCESS TO OR USE OF OUR PLATFORM. SUCH LIMITATION EXTENDS TO FDA AND/OR USDA ENFORCEMENT ACTION AND RELATED COSTS SUCH AS THE EXPENSES ASSOCIATED WITH THE MANDATORY OR VOLUNTARY RECALL OR MARKET WITHDRAWAL OF PRODUCT.
	3. **Applicability of Limitations.** THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. THE FOREGOING LIMITATIONS WILL ALSO APPLY REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES OR JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO SOME OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
	4. **Notice to California Residents.** IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”
12. **DISPUTE RESOLUTION AND ARBITRATION**

**PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU TO ARBITRATE DISPUTES WITH US ON AN INDIVIDUAL BASIS AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.**

* 1. **Waiver of Rights**. YOU AGREE THAT BY ACCESSING OR USING THE PLATFORM, YOU ARE WAIVING THE RIGHT TO A COURT OR JURY TRIAL. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST THE RELEASED PARTIES ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR COLLECTIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. IF THE FOREGOING CLASS ACTION WAIVER IS DEEMED INVALID OR UNENFORCEABLE, YOU AND US EACH AGREE NOT TO SEEK, AND WAIVE ANY RIGHT, TO ARBITRATE, LITIGATE, OR OTHERWISE RESOLVE ANY DISPUTE THROUGH CLASS OR COLLECTIVE CLAIMS.
	2. **Agreement to Arbitrate**.
		1. Any dispute, claim or controversy arising out of or relating to these Platform Terms or the breach, termination, enforcement, interpretation, or validity hereof, including the determination of the scope or applicability of these Platform Terms to arbitrate (hereinafter, collectively, the “Dispute”), which cannot be resolved informally, shall be resolved by binding arbitration on an individual basis under the terms set forth below (the “Arbitration Agreement”). The arbitration shall be administered by the Judicial Mediation, Arbitration and ADR Services (JAMS) pursuant to its Streamlined Arbitration Rules & Procedures before a single arbitrator. The place of arbitration shall be in Beaufort County, North Carolina, unless otherwise agreed to in writing by all parties to the arbitration.
		2. The decision of the arbitrator will be final and binding and will not have precedential effect. The arbitrator shall not have the authority to award damages outside of those set forth in these Platform Terms. Any final award or judgment may be filed and enforced in any court of competent jurisdiction. The parties will bear the costs of the arbitration in accordance with the Consumer Arbitration Minimum Standards. Any arbitration proceeding may not be consolidated or joined with any other proceeding and will not proceed as a class action.
		3. Notwithstanding anything to the contrary, we and you each retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party’s Intellectual Property Rights.
		4. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, AND TO PARTICIPATE IN A CLASS ACTION OR OTHER PROCEEDING INVOLVING MULTIPLE CLAIMANTS, BUT THEY INSTEAD CHOOSE AND AGREE TO HAVE ALL DISPUTES AS SET FORTH HEREIN DECIDED THROUGH INDIVIDUAL ARBITRATION.
		5. The parties acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce, and the Federal Arbitration Act, 9 U.S.C. Sections 1–16, shall govern the interpretation, enforcement, and proceedings pursuant to this Arbitration Agreement. The parties expressly agree that any and all actions taken under the Arbitration Agreement and related provisions, including but not limited to all filings, orders, judgments, and awards made in any arbitration proceeding, are confidential and may not be disclosed to any third party.
		6. This Arbitration Agreement provision will survive the termination of these Platform Terms.
		7. Subject to applicable law, any claim by you arising in connection with these Platform Terms or the Platform must be commenced by you within one (1) year of the accrual of a claim.
		8. If we modify this arbitration provision, you may reject that change by sending us written notice within thirty (30) days of our posting of the change, in which case we will terminate your account and you must stop using the Platform.
		9. If you wish to opt out of this Arbitration Agreement, you must, within forty-five (45) days of first using the Platform, email the address at the bottom of these with the subject “Request to Opt Out of Arbitration Agreement”.
		10. If any provision of this Arbitration Agreement is found unenforceable, the unenforceable provisions will be severed, and the remaining arbitration terms will be enforced.
	3. **Venue for Litigation.** If the Arbitration Agreement is found unenforceable or to not apply for a given dispute, or if you opt-out of the Arbitration Agreement in accordance with Section 12.2(i), then, unless prohibited by applicable law, the proceedings must be brought exclusively in the United States District Court for the Eastern District of North Carolina or the courts of the State of North Carolina located in Beaufort County, North Carolina, as appropriate. You also therefore agree to submit to the personal jurisdiction of each of these courts for the purposes of litigating such claims or disputes and you hereby waive your right to a jury trial, waive your right to initiate or participate in a class or collective action, and agree to remain bound by any and all limitations of liability and damages included in these Platform Terms.
	4. **Waiver of Class Action Rights.** YOU AGREE THAT BY ACCESSING OR USING OUR PLATFORM, YOU ARE WAIVING THE RIGHT TO PARTICIPATE IN A CLASS ACTION. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST THE HOME GROWN COLLECTIVE OR ITS EMPLOYEES ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE OR COLLECTIVE PROCEEDING.
1. **SPECIAL TERMS FOR APPS DISTRIBUTED THROUGH THE APPLE APP STORE OR GOOGLE PLAY**
	1. **Acknowledgement.** The App may be available through the Apple App Store or Google Play. You and The Home Grown Collective each acknowledge that these Platform Terms and any other terms and conditions imposed by The Home Grown Collective with respect to the App on either app store and any other agreements entered into between you and us in connection with the App (collectively, the “Home Grown App Agreements”) are between you and The Home Grown Collective only, and not with Apple Inc. or Google, LLC. (each an “App Distributor”), and that The Home Grown Collective, not an App Distributor, is solely responsible for the App and the content thereof. In the event the Home Grown App Agreements provide usage rules for the App that are in conflict with the App Distributor’s terms of service, the App Distributor terms shall control with respect to the App.
	2. **Scope of License.** In addition to the other terms set forth in the Home Grown App Agreements, the licenses granted to you for the App are solely for your use on a device that utilizes the Apple iOS or Android operating system, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor terms of service.
	3. **Maintenance and Support.** We are solely responsible for providing any maintenance and support services with respect to the App, as specified in the Home Grown App Agreements or as required under applicable law. You and The Home Grown Collective acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
	4. **Warranty.** We are solely responsible for any product warranties, whether express or implied by law, to the extent not disclaimed in the Home Grown App Agreements. In the event of any failure of the App to conform to any applicable warranty, you may notify an App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the App. Further, to the maximum extent permitted by applicable law, an App Distributor will have no other warranty obligation whatsoever with respect to the App and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be The Home Grown Collective’s sole responsibility.
	5. **Product Claims.** You and The Home Grown Collective acknowledge that we, not an App Distributor, are responsible for addressing any claims that you or any third party have relating to the App or your possession and/or use of the App, including, but not limited to: (1) product liability claims; (2) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection, privacy or similar legislation.
	6. **Intellectual Property Rights.** You and The Home Grown Collective acknowledge that, in the event of any third party claim that the App, or your possession and use of the App, infringes upon that third party’s Intellectual Property Rights, subject to the limitations of liability and indemnification obligations set forth in the Home Grown App Agreements, we, and not the App Distributor, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
	7. **Third Party Terms**. You must comply with applicable third party terms when using the App.
	8. **Third Party Beneficiary.** You and The Home Grown Collective acknowledge and agree that the App Distributors, and their subsidiaries, are third party beneficiaries to these Platform Terms as applicable to the App, and that, upon your acceptance of these Platform Terms, each App Distributor will have the right (and will be deemed to have accepted the right) to enforce these Platform Terms (as applicable) against you as a third party beneficiary thereof.
2. **TERMINATION**
	1. **Right to Terminate.** We reserve the right, with or without notice, and in our sole discretion, to terminate these Platform Terms, your account(s), and/or your ability to access or use our Platform. You agree that we will not be liable to you or any third party for any such termination.
	2. **Effects of Termination.** If we exercise our termination rights, your right to access and use our Platform will end and you must stop using our Platform immediately.
3. **MISCELLANEOUS**
	1. **Privacy Policy**. We may collect certain information from you when you use the Platform. We handle information we collect from you in the manner as described in our [Privacy Policy].
	2. **Governing Law and Venue.** These Platform Terms are governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice of law provisions. Any legal suit, action, or proceeding not required by the Arbitration Agreement arising out of or relating to these Platform Terms or the licenses granted hereunder will be instituted exclusively in the United States District Court for the Eastern District of North Carolina or the applicable federal trial courts with jurisdiction in Belhaven, North Carolina, whichever is applicable, and each party irrevocably submits to the jurisdiction of such courts in any suit, action, or proceeding.
	3. **Reservation of Rights.** We reserve all rights not expressly granted to you in these Platform Terms. Except for the limited rights and licenses expressly granted under these Platform Terms, nothing in these Platform Terms grants, by implication, waiver, estoppel, or otherwise, to you or any third party any Intellectual Property Rights or other right, title, or interest in or to the Platform, or any and all intellectual property provided to any user in connection with the foregoing.
	4. **Waiver and Cumulative Remedies**. No failure or delay by either party in exercising any right under these Platform Terms shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
	5. **Survival.** The provisions of these Platform Terms which by their nature are intended to survive the termination or cancellation of these Platform Terms shall continue as valid and enforceable obligations notwithstanding any such termination or cancellation. Without limiting the foregoing, the provisions of these Platform Terms regarding indemnity and limitations of liability shall survive the termination or cancellation of these Platform Terms.
	6. **Severability**. If any part of these Platform Terms is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, any warranty disclaimers and limitations of liability 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 these Platform Terms shall continue in effect.
	7. **Headings**. The headings used in these Platform Terms are included for convenience only.
	8. **Assignment.** We reserve the right to transfer, assign, sublicense, or pledge these Platform Terms, in whole or in part, to any person without notice, provided that any such assignment will be on the same terms or terms that are no less advantageous to you. You may not assign, sublicense, or otherwise transfer in any manner whatsoever any of your rights or obligations under these Platform Terms.
4. **Support.** If you have any questions or concerns about our Platform or these Platform Terms, please contact us at:

The Home Grown Collective, Inc.

support@homegrowncollective.org

252-402-1373

Belhaven, NC