Know Your Farmer app 2.0

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Any claims or controversies arising out of these Terms of Use or Privacy Policy and/or the related use and access of the Site, the Services or any other KYF site or product, may only be brought in the state or federal courts located in Roane County, Tennessee. You agree to submit to the exclusive personal jurisdiction of such courts and agree to waive any objection that the state or federal courts of Roane County, Tennessee are an inconvenient forum. Should legal action arise from your use of the Site or Services, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to all sums to which it is entitled or any other relief, at law or in equity, reasonable attorneys’ fees and costs of litigation.

13. Force Majeure

We will not be deemed to be in breach of these terms or liable for any breach of these Terms of Use due to any event or occurrence beyond our reasonable control, including without limitation, acts of God, terrorism, war, invasion, failures of any public networks, electrical shortages, earthquakes or floods, civil disorder, strikes, fire or other disaster.

14. Indemnity

Providers, subscribers, and users agree to defend, indemnify and hold KYF harmless from and against all third-party claims, damages and expenses (including reasonable attorneys’ fees) against or incurred by KYF arising out of your breach of these Terms of Use or violation of applicable law, or access by anyone accessing the Site using your user ID and password.

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In its sole discretion, KYF may from time-to-time revise these Terms of Use, which shall be effective immediately upon posting. You agree to periodically visit this page to review the current Terms of Use, so you are aware of any such revisions to which you are bound. Any use of the Site after such changes will be deemed an acceptance of those changes. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages within this Site.

16. Waiver

KYF’s failure to insist upon strict enforcement of any provision of these Terms of Use shall not be construed as a waiver of any such provision or right. Any waiver by KYF of any right or provision herein shall only be by a writing signed by an authorized officer of KYF.

17. Assignment.

You may not assign any of your rights, obligations or privileges hereunder without the prior written consent of KYF. Any assignment other than as provided for in this Section shall be null and void, ab initio.

18. Severability.

If any provision of these Terms of Use is found to be unlawful or unenforceable in any respect, a court shall reform such provision so as to render it enforceable or, if it is not possible to reform such provision so as to make in enforceable, then delete such provision. As so reformed or modified, the court shall fully enforce these Terms of Use.

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