**Local & Growing, LLC - Terms of Use and Conditions**

Welcome to the Local & Growing website.  These Terms of Use and Conditions (“Terms”) govern your use of the Local & Growing (“our”) website (“Site”).  Please read the terms in full before using our Site.  By accepting these Terms, or by using this Site, you agree to be legally bound by these Terms, and our Privacy Policy. If you do not agree to these terms, please do not use our Site.  We reserve the right to modify these Terms at any time without prior notice, and your use of the Site bind you to the use of the changes made.  We do occasionally update these terms so please refer to them in the future.

**Access to the Site**

You will be able to access our Site without having to register any details with us.

**Consulting Services**

You understand that when you submit a request to and/or participate in consulting, you are signifying that you agree to the terms and conditions outlined as follows:

* You request business consulting services from Local & Growing, LLC.
* You agree to cooperate should you be selected to participate in surveys designed to evaluate your business and provide services to you.
* You understand that Local & Growing, LLC will only disclose your information to third parties (such as the Small Business Administration (SBA), or other governing authorities/organizations) if necessary to review and process your application, and that you will be informed of the intent to disclose your information prior to any outreach by Local & Growing, LLC. Local & Growing, LLC will only disclose your information to commercial entities and third parties with your consent, and in an effort to obtain further services to aide in growing your business.
* You understand that, given the small community in which we operate, it is likely that the third party goods and services recommended to you will have a pre-existing relationship with Local & Growing, LLC. You further understand that:
  + Local & Growing, LLC will make any such relationship known to you prior to obtaining goods and services from a third party
  + Every effort will be made to recommend multiple options for obtaining such goods and services, including one without a pre-existing relationship if possible
  + Local & Growing, LLC will not recommend goods or services from sources in which we have an interest
  + Local & Growing, LLC will not accept fees or commissions from sources that develop as a result of the consulting relationship with you.
  + In consideration of the furnishing of management or technical assistance, you waive all claims against Local & Growing, LLC, our personnel, Small Business Development Centers and their host organizations, and other resource partners arising from this assistance.
* You understand that Local & Growing, LLC is not providing advice pursuant to the authority of professional certifications or licenses that we may hold and you will not treat information provided by us as such. You further understand that you are not entering into a relationship with Local & Growing, LLC that entitle you to client privileges that may be associated with any professional certifications or licenses that we may hold.
* You understand that Local & Growing, LLC does not engage in the practice of law. This includes, but is not limited to, providing specific legal advice, representing an individual in litigation or any legal proceeding, or otherwise practicing law as defined by applicable state law. We do not engage in conduct that leads to the creation of any attorney-client relationship.
* You understand that all advice and services provided by Local & Growing, LLC are done so with the intention of helping your business to grow and succeed. However, both known and unknown factors may jeopardize the realization of such growth and success. Local & Growing, LLC will not be held accountable for the health and financial state of your business, either short or long term. If you are unsatisfied with the results/outcome of your services from Local & Growing, LLC, please contact us to discuss further.

**Use of Site**

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Any other trademarks or service marks appearing anywhere on our Site are the property of their respective owners.  To the extent any product name or logo does not appear with a trademark (™) does not constitute a waiver of any and all intellectual property rights that Local & Growing, LLC has established in any of its products, features, or service names or logos.

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As a condition of your use of the Site, you will not use the Site, or any contents or services, for any purpose that is unlawful in any applicable jurisdiction where our Site is being used, or prohibited by these terms, conditions, and notices, and you agree to abide by the terms and conditions. You may not use the Site contents or services in any manner that could damage, disable, overburden, or impair any of our equipment or interfere with any other party’s use and enjoyment of the Site, or any contents or services.  You may not attempt to gain access to any portion of the Site, or any of its contents or services, other than those for which you are authorized.

While every effort is made to ensure the timeliness and accuracy of the Site content and services, we  make no warranties either express or implied, and assume no liability or responsibility for the completeness, use, accuracy, reliability, correctness, timeliness or usefulness, of any of the results obtained from its use.

We make no representation or warranty, express or implied, with respect to the content of the Site, or links to other sites, including but not limited to accurateness, completeness, correctness, timeliness or reliability.  We make no representation or warranty regarding the merchantability or fitness for a particular purpose or use with respect to any content or services whatsoever that may be accessed through this Site, or the results to be obtained from using the Site.  We make no representation or warranty that the Site or content is free from defects or viruses.  Your use of external links and third-party websites is at your own risk and subject to the terms and conditions of use for such links and sites.

While every effort is made to ensure that all content provided on the Site does not contain computer viruses and/or harmful materials, you should take reasonable and appropriate precautions to scan for computer viruses or otherwise protect your computer and you should ensure that you have a complete and current backup of the applicable items on your computer.  We disclaim any liability for the need for services or replacing equipment or data resulting from your use of the Site.  While every effort is made to ensure smooth and continuous operation, we do not warrant the Site will operate error free.

**Site Uptime**

We take all reasonable steps to ensure that our Site is available 24 hours every day, 365 days per year. However, websites do sometimes encounter downtime due to server and other technical issues. Therefore, we will not be liable if this Site is unavailable at any time.

Our Site may be temporarily unavailable due to issues such as system failure, maintenance or repair, or for reasons beyond our control. Where possible, we will try to give our users advance warning of maintenance issues, but shall not be obliged to do so.

**User Conduct**

Any material you send or post to our Site shall be considered non-proprietary and non-confidential.  We do not collect or store any personally identifiable information about you while using our Site but please do not send any such information to us.  See also our Privacy Policy, which is available from [www.localandgrowing.com](http://www.localandgrowing.com).

When using our Site, you shall not post or send to or from the Site:

* content for which you have not obtained all necessary consents;
* content that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offense, give rise to a civil liability, or otherwise is contrary to the law in any applicable jurisdiction where our Site is being used;
* content which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.

We will fully cooperate with any law enforcement authorities or court order requiring us to disclose the identity or other details or any person posting materials to our Site in breach of the this Section.

You shall not use our Site while distracted or preoccupied, such as when operating a motor vehicle.  You should access our Site only with due regard for your own safety and the safety of others.

**Links to and from Other Websites**

Any links furnished on our Site may allow you to leave our Site.  These third party websites are not under our control and we disclaim any responsibility for the contents of such linked sites or any link(s) contained in any such linked site(s) or any changes or updates to any of these sites.  We further disclaim any responsibility for any form of transmission received from any linked third party website or advertising.  If we provide these links to you, it is done simply as a convenience to you and inclusion of any link herein shall in no way be construed as an endorsement by us of the site(s).

If you would like to link to our Site, you may only do so on the basis that you link to, but do not replicate, any page of our Site, and subject to the following conditions:

* you do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us;
* you do not misrepresent your relationship with us or present any false information about us;
* you do not link from a website that is not owned by you; and
* your website does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the laws governing both your and our business locations

If you choose to link our website in breach of this Section, you shall fully indemnify us for any loss or damage suffered as a result of your actions.

**Disclaimers**

All information on our Site is of a general nature and is furnished for your knowledge and understanding and as a resource only.  The documents and any related graphics published on this server could include technical inaccuracies or typographical errors.  Changes are periodically added to the information contained on our Site.  We may make improvements and/or changes to any of the services depicted or described herein at any time.  We expressly disclaim any responsibility or liability for any adverse consequences or damages resulting from your use of the Site or reliance on the information from either.

THE SITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.  WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH REGARD TO ANY INFORMATION OR SERVICE PROVIDED THROUGH THIS SITE, INCLUDING, TITLE, NON-INFRINGEMENT, OR ANY OTHER WARRANTY, CONDITION, GUARANTY, OR REPRESENTATION, WHETHER ORAL OR IN WRITING, OR IN ELECTRONIC FORM.

**Limitation of Liability**

YOUR USE OF OUR SITE IS ENTIRELY AT YOUR OWN RISK. WE WILL NOT BE RESPONSIBLE TO YOU OR TO ANY THIRD PARTIES FOR ANY DIRECT OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES OR INJURY YOU MAY INCUR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE SITE OR THE PRODUCTS, OR YOUR RELIANCE ON OR USE OF THE SITE, THE INFORMATION, OR SERVICES PROVIDED, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OR ANY FAILURE OF PERFORMANCE, OR ANY OF THE DATA OR OTHER MATERIALS TRANSMITTED THROUGH OR RESIDING ON OUR SITE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF WE HAVE ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

**Indemnification**

You agree to defend, indemnify, and hold Local & Growing, LLC harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from or alleged to result from, your use of and access to the Site or your violation of these Terms or your violation of any third party right, including without limitation any trademark, copyright or other proprietary or privacy right.

**Assignment**

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you.

**Applicable Law**

We make no representations that the content or the Site are appropriate or may be used or downloaded outside the United States. Access to the Site and/or the content may not be legal in certain countries outside the United States.  If you access the Site from outside the United States, you do so at your own risk and are responsible for compliance with the laws of the jurisdiction from which you access the website.

Our Site is created and controlled in the State of Missouri, United States of America.  The Site, and its contents, and any disputes arising therefrom shall be construed and interpreted under the laws of the State of Missouri, and applicable United States federal laws.  Use of our Site constitutes agreement of the user to the jurisdiction of the state and federal courts located therein.

Our Site is subject to the United States export control laws and regulations, and may be subject to export or import regulations in other countries. You agree to strictly comply with all such laws and regulations and acknowledge that you have the responsibility to obtain authorization to export, re-export, or import of any data on our Site, as may be required.

**General**

These Terms, together with the Privacy Policy and any legal notices published by us on the Site, shall constitute the entire agreement between us concerning use of the Site.  If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.  No waiver of any term shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

**Accommodations for Individuals with Disabilities**

Local & Growing services are provided without regard to race, color, national origin, gender, age, and disability.  Reasonable accommodations for persons with disabilities will be made if requested.

To make a request or obtain more information, please contact us.

**Contact Us**

If you have any question or complaints about your privacy or use of the Site, please email us at [cassielewis@localandgrowing.com](mailto:cassielewis@localandgrowing.com) with a complete description and we will try to answer your question or resolve the issue for you.  You may also contact us at the following address:

**Local and Growing, LLC**  
PO Box 118   
Conway, MO 65632

**Phone**: 417-355-8899