

# Loving The Plant, LLC - Website Terms of Use

## Introduction

These Website Terms of Use ("Terms") govern your access and use of the Loving The Plant, LLC website, [www.lovingtheplant.com](http://www.lovingtheplant.com) ("Website"), owned and operated by Loving The Plant, LLC ("Company", "we", "us", or "our"). By accessing or using the Website, you agree to be bound by these Terms. If you do not agree with these Terms, please do not use the Website.

## Privacy Policy

Our Privacy Policy, which is available at <https://lovingtheplant.com/data-privacy-and-terms>, describes how we collect, use, and share your personal information when you access or use our website and services. By using our website, you acknowledge and agree to our Privacy Policy.

## License and Restrictions

We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Website solely for your personal, non-commercial purposes. You may not use the Website for any other purpose or in any manner that is inconsistent with these Terms or applicable laws and regulations.

You agree not to:

1. Copy, modify, reverse engineer, or create derivative works based on the Website or its content.
2. Sell, rent, sublicense, or otherwise transfer your rights to use the Website.
3. Use the Website for any illegal or unauthorized purposes.
4. Access, store, or transmit any content that infringes upon the rights of others, including but not limited to copyrighted material, trademarks, trade secrets, or other intellectual property rights.
5. Use the Website to transmit any viruses, malware, or other harmful code.
6. Attempt to gain unauthorized access to any portion of the Website, or any systems or networks connected to the Website, by hacking, password mining, or any other means.
7. Remove or alter any proprietary notices, labels, or trademarks on the Website.

## Intellectual Property

The Website and its content, including but not limited to its design, text, graphics, images, logos, and software, are the exclusive property of Loving The Plant, LLC and are protected by intellectual property laws. Nothing in these Terms grants you any rights to our intellectual property or any other proprietary rights.

## User-Generated Content

The Website may allow you to post or submit content, such as comments, reviews, or other materials ("User-Generated Content"). By posting or submitting User-Generated Content, you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media.

You represent and warrant that:

1. You own or have the necessary rights to post or submit the User-Generated Content.
2. The User-Generated Content does not violate any applicable laws, regulations, or these Terms.
3. The User-Generated Content does not infringe upon any third-party rights, including but not limited to copyrights, trademarks, or trade secrets.
4. We reserve the right, at our sole discretion, to remove or modify any User-Generated Content that we believe violates these Terms or any applicable laws or regulations.

## Links to Third-Party Websites

The Website may contain links to third-party websites that are not owned or controlled by Loving The Plant, LLC. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites. By using the Website, you expressly release Loving The Plant, LLC from any and all liability arising from your use of any third-party website.

## Disclaimer of Warranties

The Website is provided on an "as is" and "as available" basis. To the fullest extent permitted by law, we disclaim all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

## Limitation of Liability

To the fullest extent permitted by law, we shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages arising from or relating to your use of the Website or these Terms, even if we have been advised of the possibility of such damages.

## Indemnification

You agree to indemnify, defend, and hold harmless Loving The Plant, LLC, its affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees, arising out of or in connection with your use of the Website or your breach of these Terms.

## Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to its conflict of law principles. Any disputes arising out of or relating to these Terms shall be subject to the exclusive jurisdiction of the state and federal courts located in Wyoming, and you hereby consent to the personal jurisdiction of such courts.

## Severability

If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and shall be construed so as to best effectuate the original intent of the parties.

## Waiver

No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

## Changes to the Terms

We reserve the right to modify these Terms at any time. Your continued use of the Website following any modification to these Terms constitutes your acceptance of the updated Terms. It is your responsibility to review these Terms periodically for any changes.

## Entire Agreement

These Terms, together with any other agreements or policies referenced herein, constitute the entire agreement between you and Loving The Plant, LLC concerning your use of the Website and supersede all prior or contemporaneous communications, whether electronic, oral, or written, between you and Loving The Plant, LLC with respect to the Website.

## Contact Information

If you have any questions about these Terms, please contact us at:

Loving The Plant, LLC  
legal@lovingtheplant.com