



Terms of Use

Welcome to Gro-connect.com,

Gro-connect.com, Inc. and/or its affiliates ("Gro-connect") make available to you this website, software, and other information, products and services when you visit Gro-connect.com, including associated sites linked thereto by Gro-connect (collectively, "Site"), use Gro-connect products and services, or use software provided by Gro-connect in connection with any of the foregoing (collectively, "Services").

By accessing or otherwise using the Services in any way, you agree to and are bound by the Terms of Use of Gro-connect, including the Gro-connect Privacy Policy and all other Gro-connect policies posted on the Site (collectively, "Terms of Use" or "Agreement"). Please carefully review the Gro-connect Terms of Use by clicking the "Terms" link near the bottom of the Home Page of Gro-connect.com, or directly via its URL (i.e., web address) at www.gro-connect.com/terms using your personal computer, smartphone, or other electronic devices.

Gro-connect reserves the right, at its sole discretion, to change, modify, add or remove portion of these Terms of Use at any time. The updated version of Terms of Use will be posted at the Site. It is your responsibility to review these Terms of Use periodically for changes. Your continued use of the Services following the posting of changes will mean that you accept and agree to the updated version.



Terms of Use

Gro-connect.com is an online marketplace for the sell and purchase of food.

Gro-connect.com is an online marketplace that allows users to offer, sell and buy food. As a marketplace, Gro-connect itself does not own or sell the items listed at the Site or otherwise made available through the Services. Gro-connect also does not pre-screen its users or any information provided by its users. Thus, the actual selling and buying transactions are directly between the sellers and buyers, the users of Gro-connect.com; Gro-connect.com merely provides an online venue to facilitate such transactions, and is not responsible for any disputes between the sellers and buyers; seller and buyer shall only look to each other for any liabilities arising from such transactions.

You expressly acknowledge and agree that Gro-connect has no control over, cannot, and does not in any way guarantee the existence, quality, safety or legality of items offered in this online marketplace, the truth or accuracy of users' content or listings, the ability of sellers to sell items, the ability of buyers to pay for items, or that a buyer or seller will actually complete a transaction or return an item. You further acknowledge and agree that you use the Services at your own risk, and that neither you nor your representative will go after Gro-connect.com, its directors, officers, employees, contractors, consultants, agents, successors or assigns for any claims relating to the Services.



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Privacy

Please review our Privacy Policy (<https://www.gro-connect.com/privacy>) to understand our practices regarding any information you submit to us while using the Services. You hereby agree that the Privacy Policy governs your use of the Services and is incorporated in these Terms of Use. Additionally, by using the Services, you understand that any message or information you send while using the Services may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

Accounts and Passwords

If you use the Services, 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 occur under your account or password. Transactions occurred in Gro-connect.com are consummated by adults, who can purchase with a credit card or other permitted payment method. If you are under eighteen (18) years of age, you may use the Services only with involvement of a parent or legal guardian. Alcohol listings on Gro-connect.com are intended for adults. You must be at least twenty-one (21) years of age to purchase alcohol, or use any site functionality related to alcohol. Gro-connect.com reserves the right to refuse providing the Services, terminate accounts, or remove or edit content in its sole discretion. If you register as a business entity, you personally guarantee that you are the authorized representative for that business entity to enter into this binding Agreement with Gro-connect.com.



Terms of Use

Using the Services

While accessing or otherwise using the Services, you agree not to:

use the Services if you are not able to form legally binding contracts (for example if you are under 18 and are not able to involve your parent or legal guardian), or are temporarily or indefinitely suspended from using the Services by Gro-connect.com;

breach or circumvent any laws, third party rights or our systems, policies, or determinations of your account status;

post false, inaccurate, misleading, defamatory, libelous, obscene, child-pornographic, harmful, racially, ethnically, or otherwise objectionable content;

post or list content or items in inappropriate categories or areas, or post content unrelated to a listing;

list for sale illegal, counterfeit, or stolen items, or items that have been grown, harvested, cooled, packed, re-packed, shipped, sold, or resold, identified or nonconforming to the standards set by FDA, USDA, or PACA as posing possible health risks to consumers and therefore subject to a recall, or items that have otherwise been identified by various state or federal authority as unfit for sale or distribution, or other unsafe items;

list any item on Gro-connect.com, or consummate any transaction that was initiated using the Services, that could cause Gro-connect.com to violate any applicable law, statute, ordinance or regulation, or that violate the Agreement;

manipulate the price of any item or interfere with other user's listings;

take any action that may undermine the feedback or ratings systems;

fail to pay for items purchased by you;

fail to deliver items sold by you;



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fail to pay any taxes or charges in connection with the use of the Services or otherwise arising under this Agreement (for the avoidance of doubt, you shall be responsible for paying any and all taxes applicable to any sell or purchase of items you make by using the Services, on Gro-connect.com);

fail to obtain and/or maintain all authorizations, approvals, consents, licenses or permits from the relevant authorities, which are required to perform your obligations under this Agreement under all applicable laws and regulations;

transfer your Gro-connect.com account to another party without our consent;

harvest or otherwise collect information about users, including email addresses, without their consent;

distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;

distribute viruses or any other technologies that may harm Gro-connect.com, or the interests or property of Gro-connect.com users;

use any robot, spider, scraper or other automated means to access the Services for any purpose;

bypass our robot exclusion headers, interfere with the working of the Services, or impose an unreasonable or disproportionately large load on our infrastructure;

copy, modify, or distribute rights or content from the Services or Gro-connect.com copyrights and trademarks;

copy, reproduce, reverse engineer, modify, create derivative works from, distribute, or publicly display any content (except for your own information) from the Services without the prior written permission of Gro-connect.com and the appropriate third party, as applicable;

commercialize any Gro-connect.com application or any information or software associated with such application;
or

otherwise violate your obligations under this Agreement, or any applicable law, statute, ordinance or regulation, including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising.

Gro-connect.com, at its sole discretion, may cancel unconfirmed accounts or accounts that have been inactive for a long time or modify or discontinue the Services at any time with or without notice.



Terms of Use

Without limiting any other remedies available to it, Gro-connect.com may, at its sole discretion, limit, suspend, or terminate the Services and user accounts, restrict or prohibit access to, and your activities on, the Services, delay or remove hosted content, remove any special status associated with the account, reduce or eliminate any discounts, and take technical and legal steps to keep you from using our Services if:

we think that you are creating problems or possible legal liabilities;

we think that such restrictions will improve the security of the Gro-connect.com community or reduce our or another Gro-connect.com user's exposure to financial liabilities;

we think that you are infringing the rights of third parties;

we think that you are acting inconsistently with these Terms of Use;

we are unable to verify or authenticate any information you provide to us;

you fail to pay us any applicable fees due for the Services by the payment due date; or

you violate your obligations under this Agreement, or any applicable law, statute, ordinance or regulation, including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising.



Terms of Use

Free Services Provided by Gro-connect.com

We do not charge users or some users, for using the Services. However, we reserve the right to make changes to this fee arrangement by posting the changes on the Site thirty (30) days in advance.

Content

When providing us with content or posting content using the Services, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all copyright, publicity, trademarks, database rights and intellectual property rights you have in the content, in any media known now or in the future. Further, to the fullest extent permitted under applicable law, you waive your moral rights and promise not to assert such rights against us, our sublicensees or assignees.

You represent and warrant that none of the following infringe any intellectual property right: your provision of content to us, your posting of content using the Services, and our use of such content (including works derived therefrom) in connection with the Services.

We may offer catalogs of stock images, descriptions and product specifications that are provided by third-parties (including Gro-connect.com users). You may use catalog content solely in connection with your Gro-connect.com listings.



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While we try to offer reliable data, we cannot promise that the catalogs will always be accurate and up-to-date, and you agree that you will not hold our catalog providers or us responsible for inaccuracies in the catalogues. The catalog may include copyrighted, trademarked or other proprietary materials. You agree not to remove any copyright, proprietary or identification markings included within the catalogs or create any derivative works based on catalog content (other than by including them in your listings at Gro-connect.com).

Copyrights

We respect the intellectual property rights of others, and will respond to clear notices of copyright infringement consistent with the Digital Millennium Copyright Act, and its response to such notices may include removing or disabling access to the allegedly infringing content, terminating the accounts of repeat infringers, and/or making good-faith attempts to contact the user who posted the content at issue so that he may, where appropriate, make a counter-notification. If you believe that your work has been used or copied in a way that constitute copyright infringement, and such infringing materials are posted on the Site, or in connection with the Services, please contact us by email at info@gro-connect.com and provide all relevant details.

Disclaimer of Warranties; Limitation of Liability; Release

We try to keep the Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to the Services, because any functionality of the Services may be subject to factors beyond our control.



Terms of Use

You agree that you are making use of the Services at your own risk, and that they are being provided to you on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the extent permitted by applicable law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

In addition, to the extent permitted by applicable law, we, including our affiliates and our directors, officers, employees, contractors, consultants, and agents (collectively, "Personnel") and Personnel of our affiliates, are not liable, and you agree not to hold us responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, or other intangible losses, or any other direct, indirect, special, punitive, exemplary, incidental or consequential damages), even if we have been advised of the possibility of such damages or losses, resulting directly or indirectly from:

your use of or your inability to use the Services;

delays or disruptions in the Services;

viruses or other malicious software obtained by accessing, or linking to, the Services;

glitches, bugs, errors, or inaccuracies of any kind in the Services;

damage to your hardware device from the use of the Services;

the content, actions, or inactions of third parties, including items listed using the Services or the destruction of allegedly fake items;

a suspension or other action taken with respect to your account;

the duration or manner in which your listings appear in search results; or

your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to these Terms of Use.



Terms of Use

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the total fees that you paid to us during the twelve (12) months prior to the action giving rise to the liability, excluding the costs of providing the Services to you during the same period.

If you have a dispute with one or more users, you release us from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

Indemnity

You agree to defend, indemnify and hold harmless Gro-connect.com Inc, including our affiliates, directors, officers, employees, contractors, consultants, and agents, and such Personnel of our affiliates, harmless from and against any loss, damage, liability, claim or demand, including reasonable attorneys' fees and court costs, made by any party in connection with your use of the Services, the content you provided or posted using the Services, your breach of this Agreement, your breach of any law or the rights of a third party, and any other acts or omissions relating to the Services.



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Disputes

By using the Services, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the State of New York, without regard to the principles of conflict of laws, will govern these Terms of Use and any dispute of any kind that might arise between you and Gro-connect.com Inc.

Any dispute or claim relating in any way to your use of the Services will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement to arbitrate.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow these Terms of Use as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent. The arbitration will be conducted in Lewes County, Delaware, by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.

You and Gro-connect.com Inc. both agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, both parties agree to waive any right to a jury trial. It's also agreed that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights. Where the dispute is resolved by a court, the exclusive venue will be the state or federal courts in the Lewes County, Delaware.



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Notices

Except as otherwise agreed by the parties, any notice shall be given by email to Gro-connect.com Inc. at info@gro-connect.com (in the case of Gro-connect.com) or, in your case, to the email address you have provided to Gro-connect.com. Notice shall be deemed given twenty-four (24) hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, Gro-connect.com may, at its sole discretion and option, give you notice by certified mail, postage prepaid and return receipt requested, to the address you have provided to Gro-connect.com, where notice shall be deemed given three (3) days after the date of mailing.

General

If any provision of these Terms of Use is held to be invalid, void or for any reason unenforceable, such provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions. In our sole discretion, we may freely assign this Agreement, in whole or in part, by posting notice of such assignment on the Site. Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this Agreement. You and Gro-connect.com are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement. This Agreement sets forth the entire understanding and agreement between you and Gro-connect.com and supersedes all prior understandings and agreements of the parties.