



TERMS AND CONDITIONS

The following Terms of Use are entered into by and between You and Garden Revelry, LLC ("Company, the "Website", referred to as "Site, we," "us" or "our"). By accessing or using this Website, you agree to comply with and be bound by these Terms of Use ("Terms"). They govern your access to and use of Gardenrevelry.com, including any content, functionality and services offered on or through Gardenrevelry.com. If you do not agree to these Terms, you must not access or use the Website.

ACCEPTANCE OF TERMS

Please read the Terms of Use carefully before using the Website. By using this Website, you accept and agree to be bound by these Terms of Use, our Privacy Policy and any future amendments or updates as posted on this Website.

Use of this Website

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Garden Revelry LLC, doing business as "Garden Revelry", "Company", "we", "us", or "our"), concerning your access to and use of the <https://www.gardenrevelry.com/> website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected (collectively, the "Site").

Changes to the Use of Terms

We may revise and update these Terms of Use at any time without notice. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. It is your responsibility to review them regularly. Your continued use of the Website following the posting of revised Terms of Use signifies you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding to you.

Eligibility

The Site is intended for users who are at least 18 years of age. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have permission of, and be directly supervised by, their parent or guardian to use the Website. If you are a minor, you must have your parent or guardian read and agree to these Terms of Use prior to your using the Site.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such

jurisdiction or country. Accordingly, those persons who choose to access the Website from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. By using this Website, you represent and warrant that you are of legal age, have the right, authority, and capacity to enter into these Terms and to abide by all the terms and conditions set forth herein. If you don't meet all of these requirements, you must not access or use the Website.

ACCOUNT REGISTRATION, SECURITY AND ACCESS

We reserve the right to withdraw or amend this Website and any service or material we provide on the Website in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

To access certain features of the Website, you may need to create an account or be asked to provide certain registration details. It is a condition of your use of the Website and any resources downloaded from the Website that all the information you provide is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to the using any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use extra caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

PROHIBITED ACTIVITIES

You agree not to use the Website for any unlawful purpose or in any way that could harm the Website or impair anyone else's use or enjoyment of it. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

Prohibited activities include, but are not limited to:

- Violating any applicable laws or regulations.

- Uploading or transmitting viruses or malicious code.
- Using automated means to access the Website.
- Harvesting or collecting email addresses or other personal information.
- Impersonating any person or entity or otherwise misrepresenting your affiliation with a person or entity.
- Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
 - Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
 - Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
 - Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
 - Use any information obtained from the Site in order to harass, abuse, or harm another person.
 - Make improper use of our support services or submit false reports of abuse or misconduct.
 - Use the Site to advertise or offer to sell goods and services.
 - Engage in unauthorized framing of or linking to the Site.
 - Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
 - Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
 - Delete the copyright or other proprietary rights notice from any Content.
 - Attempt to impersonate another user or person or use the username of another user.
 - Sell or otherwise transfer your profile.
 - Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
 - Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
 - Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
 - Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
 - Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
 - Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.

- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Site.
- Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.

USE OF COMMUNICATION SERVICES

The Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, blog comment sections and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

The Company has no obligation to monitor the Communication Services. However, the Company reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. The Company reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

The Company reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Company's sole discretion.

Always use caution when giving out any personally identifying information about yourself in any Communication Service. The Company does not control or endorse the content, messages or information found in any Communication Service and, therefore, the Company specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized the Company spokespersons, and their views do not necessarily reflect those of the Company.

CONTRIBUTION LICENSE

You and the Site agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions or other feedback regarding the Site, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights, or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

THIRD PARTY WEBSITES AND SERVICES

The Website may contain links to other Websites ("Linked Websites"). The Linked Websites are not under the control of the Company and the Company is not responsible for the contents of any Linked Website, including without limitation any link contained in a Linked Website, or any changes or updates to a Linked Website. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the Website or any association with its operators.

Certain services made available via the Website are delivered by third-party Websites and organizations. By using any product, service, or functionality originating from the Website, you hereby acknowledge and consent that the Company may share such information and data with any third party with whom the Company has a contractual relationship to provide the requested product, service or functionality on behalf of the Website's users and customers.

PRIVACY POLICY

We care about data privacy and security. By using the Site, you agree to be bound by our [Privacy Policy](#) posted on the Site, which is incorporated into these Terms of Use. Please review our Privacy Policy which also governs the Website and informs users of our data collection practices. Please be advised the Site is hosted in the United States. If you access the Site from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Site, you are transferring your data to the United States, and you agree to have your data transferred to and processed in the United States. Further, we do not knowingly accept, request, or solicit information from children or knowingly market to children. Therefore, in accordance with the U.S. Children's Online Privacy Protection Act, if we receive actual knowledge that anyone under the age of 13 has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from the Site as quickly as is reasonably practical.

CONTENT, OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

You are granted a non-exclusive, non-transferable, revocable license to access and use the Website and the resources available for download from the Website strictly in accordance with these Terms of Use.

Unless otherwise indicated, the Site is our proprietary property and all original source code, databases, functionality, software, website designs, audio, video, text, photo images, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by Garden Revelry LLC, or its content suppliers and are protected by copyright trademark, and intellectual property laws. The Content and the Marks are provided on the Site "AS IS" for your informational and personal use only. Except as expressly provided in these Terms of Use, no part of the Website and no Content or Marks may be copied, reproduced, distributed, modified, republished, posted, publicly displayed, translated, transmitted, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Use of Free Downloadable Content

The Company provides various resources on this Website, which users may access by providing an e-mail address. The Company grants you a limited, personal, non-exclusive, non-transferable license to use our resources provided in exchange for an email address for your own personal or internal business use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the free content in any manner.

By downloading these free workbooks and PDFs (“Workbooks”, “Downloadables”, “Freebies”, you agree that the downloadables you purchase may only be used by you for your personal or business use and may not be sold, modified, reverse-engineered, or redistributed without the express written consent of the Company.

As a condition of your use of the Website, you warrant to the Company that you will not use the Website or any of the resources available for download from the Website for any purpose that is unlawful or prohibited by these Terms.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Website or any of the resources available for download from the Website. The Company content is not for resale.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

User Representations

By using the Site, you represent and warrant that: (1) you have the legal capacity and you agree to comply with these Terms of Use; (2) you are not under the age of 13; (3) you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise; (4) you will not use the Site for any illegal or unauthorized purpose; and (5) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

Educational and Informational Use Only

As set forth more fully in the Disclaimer, the information contained on this Website and the resources available for download through this Website are for educational and informational purposes only. The information contained on this Website and the resources available for download through this Website is not intended as, and shall not be understood or construed as legal, financial, tax, medical, health, or any other professional advice.

Accuracy and Personal Responsibility

As set forth more fully in the Disclaimer, we have done our best to ensure that the information provided on this Website and the resources available for download are accurate and provide valuable information, but we cannot guarantee the accuracy of the information. Neither the Company nor any of its owners or employees shall be held liable or responsible for any errors or omissions on this Website or for any damage you may suffer as a result of failing to seek competent advice from a professional who is familiar with your situation.

By using this Website, you accept personal responsibility for the results of your actions. You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-use, of the information available on this Website or the resources available for download from this Website. You agree to use judgment and conduct due diligence before taking any actions or implementing any plans or policy suggested or recommended on this Website.

User-Generated Content

If you submit any content to the Website, 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 you own or control all rights to the content you submit and that its use does not violate these Terms.

PURCHASE AND PAYMENTS

Online Courses and Products

We offer courses and other products for sale through the Website. All purchases are subject to our acceptance. We reserve the right to refuse or cancel any order at any time for any reason.

Payment Information

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Website. You agree to promptly update your account and other information, including your email address and payment method details, so that we can complete your transactions and contact you as needed.

Refund Policy

Our refund policy for online courses and other products is as follows: [Insert Refund Policy Details Here]. Please review our refund policy before making any purchase.

SPEAKING ENGAGEMENTS

We offer opportunities to book speaking engagements through the Website. All bookings are subject to our acceptance and availability. Additional terms and conditions may apply to speaking engagements, and you will be provided with such terms at the time of booking.

GOVERNING LAW

These Terms of Use and your use of the Site are governed by and construed in accordance with the laws of the State of Washington applicable to agreements made and to be entirely performed within the State of Washington, without regard to its conflict of law principles.

INTERNATIONAL USERS

The Service is controlled, operated and administered by the Company from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Company Content accessed through the Website in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

DISCLAIMERS

The site contains general information about container gardening. It is provided on an as-is and as-available basis. This information is not advice and should not be treated as such.

While we do our best to provide useful information, any reliance you place on such information is at your own risk and not a substitute for any other professional advice of any kind. You agree that your use of the site and our services will be at your own risk. The content and services provided on the Website are for informational purposes only. We make no representations or warranties of any kind, express or implied, as to the operation of the Website or the information, content, materials, or products included on the Website. To the full extent permissible by applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, and non-infringement. We make no warranties or representations about the accuracy or completeness of the site's content or the content of any websites linked to the site and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the site, (3) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (4) any interruption or cessation of transmission to or from the site, (5) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the site by any third party, and/or (6) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the site.

We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised between you and any third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate. We do not warrant that the Website, its servers, or email sent from us are free of viruses or other harmful components.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

LIMITATION OF LIABILITY

In no event will Garden Revelry, LLC be liable to you or any third party for any damages of any kind arising from the use of the Website or from any information, content, materials, or products included on the Website, including, but not limited to, direct, indirect, incidental, punitive, and

consequential damages including lost profit, lost revenue, loss of data. Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to us during the six (6) month period prior to any cause of action arising. Certain state and international laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

INDEMNIFICATION

You agree to indemnify, defend, and hold us harmless including, our officers, directors, employees, agents, licensors, affiliates, and suppliers from and against all claims, losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of the use of site or breach of terms or your representations as set forth by these Terms or any use or activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the Website using your account.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

GOVERNING LAW

These Terms and your use of the Website are governed by and construed in accordance with the laws of the State of Washington applicable to agreements made and to be entirely performed within the State of Washington without regard to its conflict of laws principles. You agree to submit to the personal jurisdiction of the state and federal courts located in Washington and waive any objection to such jurisdiction or venue.

TERMINATION

We reserve the right to terminate or suspend your account and access to the Website, without notice and for any reason, including, but not limited to, breach of these Terms.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

These Terms of Use constitute the entire agreement between you and Garden Revelry, LLC regarding the use of the Website and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and Company with respect to the Website.

CONTACT US

If you have any questions or concerns about these Terms or our data practices, you can contact us at:

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