

# Terms & Conditions

## Conditions of Use

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## Privacy

Please review our [Privacy Notice](#), which also governs your visit to our website, to understand our practices.

## Electronic Communications

When you visit Timber Creek Farm or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

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## **Your Affiliate and/or Shopper Account**

If you use this site, 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. Timber Creek Farm reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

## **Reviews, Comments, Emails, and Other Content**

Visitors may post reviews, comments, and other content: and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial

solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. Timber Creek Farm reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content. If you do post content or submit material, and unless we indicate otherwise, you grant Timber Creek Farm a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant Timber Creek Farm and sub-licensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post: that the content is accurate: that use of the content you supply does not violate this policy and will not cause injury to any person or entity: and that you will indemnify Timber Creek Farm or its associates for all claims resulting from content you supply. Timber Creek Farm has the right but not the obligation to monitor and edit or remove any activity or content. Timber Creek Farm takes no responsibility and assumes no liability for any content posted by you or any third party.

## **Risk of Loss**

All items purchased from Timber Creek Farm are made pursuant to a shipment contract. This basically means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

## **Product Descriptions**

Timber Creek Farm attempts to be as accurate as possible. However, Timber Creek Farm does not warrant that product

descriptions or other content of this site is accurate, complete, reliable, current, or error-free.

## **Applicable Law**

By visiting Timber Creek Farm, you agree that the laws of the state of Maryland, USA, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and Timber Creek Farm or its associates.

## **Disputes**

Any dispute relating in any way to your visit to Timber Creek Farm or to products you purchase through Timber Creek Farm shall be submitted to confidential arbitration in Maryland, USA, except that, to the extent you have in any manner violated or threatened to violate Timber Creek Farms intellectual property rights, Timber Creek Farm may seek injunctive or other appropriate relief in any state or federal court in the state of Maryland, USA, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrators award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

## **Questions**

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at timbercreekcountrystore@gmail.com