

TERMS AND CONDITIONS & LEGAL NOTICE

August 2020

TERMS AND CONDITIONS

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Introduction and Acceptance of Terms

Our Website offer consumers a convenient way to find, learn about, and occasionally purchase products from www.plantedbyJM.com official website (“Website”, “we”, “us”, or “our”). We provide our Website subject to the terms and conditions set forth herein (the “Agreement”). The terms of this Agreement apply when you are just visiting our Website or making a purchase (as described below). By using our Website, you acknowledge that you have read and understand this Agreement and that you agree to be bound by all of its terms. If you do not agree to all of the terms set forth in this Agreement, please do not use our Website. Additional terms may govern certain features or content on our Website, such as offers, product personalization, submission programs, or promotions. By participating in any activity that is governed by additional terms, you agree that you will be subject to those additional terms in addition to this Agreement.

Your use of our Website shall be governed in all respects by the laws of the state of Connecticut, U.S.A., without regard to choice of law provisions.

To make a purchase via our Website, you must be a legal resident of the 50 states of the United States of America or the District of Columbia and be at least 18 years of age.

Privacy and Legal Notice

Your use of our Website is also subject to our [Privacy Policy](#) and [Legal Notice](#).

No Class Action and Dispute Resolution

Any dispute with us or our officers, directors, employees, agents or affiliates, arising under or in relation to our Website including the use thereof and/or this Agreement shall be resolved exclusively through non-appealable arbitration with one arbitrator in accordance with the rules of the American Arbitration Association in Fairfield, Connecticut. If travelling to Connecticut is a burden, you may participate in the arbitration by phone or via document submission to the fullest extent allowable by the arbitrator. Each party will bear their own costs of arbitration. You agree to resolve any disputes related to our Website, including the use thereof and/or this Agreement as an individual and not as a class or join any class. You understand that, in return for agreement to this provision and the dispute provision above, we are able to offer the services at the terms designated, and that your assent is an indispensable consideration to this Agreement.

You also acknowledge and understand that, with respect to any dispute with us, our officers, directors, employees, agents or affiliates, arising out of or relating to your use of our Website or this Agreement:

YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; AND YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE

CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

Severability

If any part of this Agreement is found to be invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this Agreement.

Your Information

You are solely responsible for maintaining the confidentiality of your purchase and for restricting access to your information including, but not limited to, name, shipping address, email address and payment accounts ("Information"). We will not be liable for any loss that you may incur as a result of someone else using your Information, either with or without your knowledge. You agree to be responsible for losses incurred by us or another party due to someone else using your Information either with or without your knowledge. You agree that any Information you provide to us will be current, accurate and complete and that you will keep such information up to date.

We reserve the right to terminate any purchase at any time in our sole discretion, including without limitation for any failure to comply with these Terms, any fraud or abuse, or any misrepresentation that you or anyone using your Information may make to us.

Payment Options

You will have the opportunity to find out what your payment options are prior to placing your order.

Making a Purchase

If you wish to purchase products or use certain services described on our Website, you will be asked to supply certain information, including but not limited to credit card information. You agree that all information that you provide to us will be accurate, complete and current. You agree to pay all charges incurred by you or any other user of your any credit card or other payment mechanism issued to you, including without limitation any applicable taxes and shipping, handling and processing charges, if any, relating to such purchases and transactions. Credit card orders shipped to a location other than your billing address may require additional verification. Tax is collected in those States where required.

The products and services described on our Website are available only for purchase and use in the United States. It is your responsibility to ascertain and obey all applicable laws and regulations with respect to the purchase, possession and use of any product or service ordered via our Website.

We reserve the right to refuse to process or complete any transaction, and to cancel any transaction, in our sole discretion.

Order Acceptance Policy

The advertisement of any product on our Website does not constitute an offer to sell. Your order or your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. We reserve the right at any time after

receipt of your order to accept or decline your order. We reserve the right at any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. All orders placed are subject to additional credit verification. We may also require additional verifications or information before shipping any order. Orders cannot be cancelled or changed online once they are submitted. If you have any questions concerning your order, please contact plantedbyJM@gmail.com

Pricing and Availability

All prices and availability of products are subject to change without notice, up until the order is completed and confirmed. We make every effort to provide you the most accurate information on pricing and availability.

In addition, some of the items on our Website may be incorrectly priced or no longer available at the time you place your order.

In the event a product is listed at an incorrect price, we have the right to refuse or cancel any orders placed for the product listed at the incorrect price. If an item's correct price is lower than our stated price, we will charge the lower amount and ship you the item. If an item's correct price is higher than our stated price, we will cancel your order and notify you of the price error and order cancellation. You will, of course, have an opportunity to purchase the item at the correct price, if you so wish.

If we do not believe that we will be able to fill your order within thirty (30) days of the date of your order (such as, for example, if the product is out of stock or has been discontinued), we will notify you of the same by email and we will cancel your order for that item.

Product Descriptions

We try our best to be as accurate as possible. However, we do not warrant that the product descriptions or other content of our Website are accurate, complete, reliable, current, or error-free. All features, content, specifications, sizes and prices of products and services described or depicted on the website are subject to change at any time without notice. Certain weights, measures and similar descriptions may be approximate and are provided for convenience only.

Delivery Policy

ORDERS WILL ONLY BE DELIVERED WITHIN STAMFORD, CONNECTICUT AND SURROUNDING TOWNS. We strive to ship your order as quickly as possible. The amount of time it takes for you to receive a product will depend on how long it takes us to process your order and how long it takes to deliver the order to you. We reserve the right to use the shipping carrier of our choice. We may charge shipping and handling for your order. You will have the opportunity to find out what your shipping and handling charges are prior to placing your order.

Returns and Refunds

Products may not be returned for credit or product replacement.

Shipping Errors and Damages

Please contact plantedbyJM@gmail.com within five (5) days of receipt if your order arrived damaged or are not what you had ordered. Please provide us with your order number, name, address, and a description of the issue so we can assist you.

Changes

Orders may be changed or amended only by agreement between you and us regarding the particular changes to be made and the effect, if any, of such changes on the price and date of delivery. You may not cancel your order unless such cancellation is expressly agreed to in writing by us. In event of a change or cancellation, we will advise you of any charges, and you agree to pay such charges, which may include, but are not limited to, restocking fees, storage and shipment costs, and any other costs incurred by us as a result of a change to or cancellation of this order by you.

Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICES AGREEMENT, THE PRODUCTS AND SERVICES TO BE PURCHASED UNDER THESE TERMS AND CONDITIONS ARE FURNISHED AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE

Miscellaneous

(a) These Terms and Conditions constitute the entire agreement between us and you regarding the purchase and sale of our products. Our failure to strictly enforce any term or condition or to exercise any right arising hereunder shall not constitute a waiver of our right to strictly enforce such terms or conditions or exercise such right thereafter. If any provision of these Terms and Conditions shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. These Terms and Conditions shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective heirs, personal representatives, successors and assigns.

(b) Nothing herein shall be regarded or construed as creating an employer/employee, joint venture, partnership or other relationship between you and us.

Governing law, venue

All disputes as to the legality, interpretation, application, or performance of these Terms and Conditions shall be governed by the laws of the State Connecticut including its conflict of laws principles. The parties agree that any dispute arising between them which results in either party instituting court proceedings shall be litigated in a federal or state court located in the State of Connecticut.

These Terms and Conditions, prices, items and colors are subject to change or can be discontinued without notice at our discretion. All changes will be posted as soon as they go into effect.

LEGAL NOTICE

August 2020

Planted by J&M LLC ("Planted") maintains its website as a service to the Internet community. Access to and use of this website is subject to the terms and conditions set forth herein and all applicable laws. Planted may revise these terms and conditions from time to time by updating this posting.

The entire content (images and text) of this website is copyrighted and may not be distributed, downloaded, modified, edited, reused, reposted, reproduced, transmitted, performed, displayed or otherwise used except as provided herein by any mechanical or electronic means without the express written permission of Planted.

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Please be advised that all trademarks, logos, designs, product names, whether or not appearing in large print or with trademark symbols, are trademarks of Planted. The distribution, downloading, editing, modification, reuse, reproduction, reposting, transmission, performance, display or other uses of these trademarks or any other materials, except as permitted herein, is expressly prohibited and may be in violation of copyright law, trademark law, the law of slander or libel, the law of privacy and publicity, and communications regulations and statutes. Planted actively enforces its intellectual property rights to the fullest extent of the law.

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

You agree that you will not upload, post or otherwise transmit any communications or content of any type that infringe or violate any rights of any party. If you are a copyright owner or an agent thereof and believe any material available via this site infringes a copyright, you should notify Planted using the notice procedure for claimed infringement under the Digital Millennium Copyright Act (17 U.S.C. Section 512(c)(2) ("DCMA"). Upon Planted's receipt of a proper notice of claimed infringement under DCMA, Planted will respond expeditiously to remove or disable access to the material claimed to be infringing

and will follow the procedures of the DCMA. Planted's Designated Agent to whom you should address infringement notices under the DCMA is:

Service Provider: Planted by J&M LLC

Name of Agent Designated to Receive Notification of Claimed Infringement:

Full Address of Designated Agent to which Notification should be Sent:

5 Lakeside Drive, Stamford, CT 06903

E-Mail Address of Designated Agent: plantedbyJM@gmail.com

To be effective, the notification must be a written communication that includes the following:

- a. Identification of the copyrighted work claimed to have been infringed;
- b. Detailed identification of the material that is claimed to be infringing;
- c. A statement by you that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- d. A statement by you declaring under penalty or perjury that: (1) the information in the notification is accurate; (2) that you are the owner of an exclusive right that is allegedly infringed or you are authorized to act on behalf of that owner;
- e. Information reasonably sufficient to permit us to contact you, including your address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; and
- f. Your physical or electronic signature.