

Terms of Use

Last Updated: March 22, 2023

1. ACCEPTANCE OF TERMS

The services that Panhandle Cooperative (“PCA”, “us”, “we”, or “our”) provides to you is subject to the following Terms of Use (these “Terms”). The most current version of these Terms can be reviewed by clicking on the “Terms of Use” link located at the bottom of our web pages. These Terms are applicable to the use of <http://panhandlecoop.com/>, <https://myaccount.panhandlecoop.com/>, <https://www.panhandlecoopfeed.com/>, <https://www.flowerbasketscottsbluff.com/>, <https://www.goodlifescottsbuff.com/>, <https://shop.goodlifescottsbuff.com/>, www.grower360.net, www.energy-force.com, and (collectively, the “Sites”).

BY CONTINUING TO USE ANY OF THE SITES, YOU AGREE TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS HEREIN.

INFORMATION ON THE COLLECTION, USE, AND SHARING OF YOUR INFORMATION THROUGH THE SITES IS SET FORTH IN OUR [PRIVACY STATEMENT](#). IF YOU DO NOT AGREE WITH THESE TERMS OR OUR PRIVACY STATEMENT, DO NOT ACCESS OR USE THE SITES.

2. CHANGED TERMS

We may revise these Terms at any time such revisions will be effective immediately upon posting of the revised terms on the Sites. Material changes will be conspicuously posted on our Sites or otherwise communicated to you. By using the Sites after the changes posted, you agree to such changes.

3. CONDUCT AND PROHIBITED USES

You must use the Sites for lawful purposes only. You are not permitted to post or transmit through the Sites any material that is unlawful, threatening, abusive, defamatory, violates the rights of others, protected by non-disclosure agreement, vulgar, obscene, profane, which or without our express prior written approval contains advertising or any solicitation. You cannot send unsolicited communication to any user of the Sites, tamper with the Sites, scrape or collect data from the Sites or restrict any other user from using the Sites.

In addition to the other restrictions outlined in these Terms, you agree that you will not:

- Interfere with or disrupt servers or networks used by PCA or violate any third party regulations, policies or procedures of such servers or networks or harass or interfere with another user's full use and enjoyment of the Sites;
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Sites, or any component thereof, or circumvent measures employed to prevent or limit access to any area, content, or source code of the Sites;
- Use or attempt to use another user's account without authorization or otherwise impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- Attempt to compromise any security measures or circumvent any content-filtering techniques we employ, or attempt to access areas or features of the Sites that you are not authorized to access;

- Attempt to represent in any manner that you have a relationship of any kind with us or that we have endorsed you or any products or services without our express written consent to do so;
- Submit, upload, distribute, or post anything to or through the Sites that is unlawful or otherwise infringes the rights of any person or entity, including without limitation, any patent, trademark, trade secret, copyright, privacy, publicity or other proprietary or contractual rights;
- Reproduce, duplicate, copy, buy, sell, trade, resell or exploit for any commercial purpose any portion of the Sites, including your account, or access to or use of the Sites or PCA content without our prior written consent; and
- Develop any third-party applications that interact with the Sites or PCA content without prior written consent from PCA.

You will be solely liable for any and all damages and attorney fees resulting from your prohibited conduct.

4. COPYRIGHT AND TRADEMARK NOTICE

The Sites contain copyrighted material, trademarks and other intellectual property and proprietary information. You may not modify, publish, transmit, distribute, publish, participate in the transfer or sale, create derivative works, reproduce, or in any way exploit, any of the content, code, or software on the Sites, in whole or in part.

5. PCA CONTENT

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6. MEMBER ACCOUNT, PASSWORD, AND SECURITY

Accessing certain portions of the Sites may require the creation of an account. You do not have any ownership or other property interest in your account. If registration is needed, you must provide us with your current, complete and accurate information, as requested. You are entirely responsible for any and all activity in your account. It is your responsibility to keep your passwords and other account information confidential. The right to use your account on the Sites is personal to you and is not transferable to any other person or entity. You may not sell, transfer, license or assign your account, username, or any account rights or allow a third party to use your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. PCA will not be liable for any loss that you may incur as a result of any use of your passwords or account, either with or without your knowledge.

7. FEEDBACK

PCA does not intend to obtain or accept unsolicited proposals or ideas, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements. If you send us any unsolicited feedback, you acknowledge and agree that PCA will not be under any obligation of confidentiality with respect to the unsolicited feedback.

8. ACCESS

We do not guarantee that the Sites, your account, or any Content on or available via the foregoing, will be accurate, available, or uninterrupted. We may suspend, withdraw, or discontinue your access to the Sites (including disabling any online accounts) or any services. The Sites are controlled by PCA from its offices within the United States of America. PCA makes no representation that the Sites or services (or content available via the same) are appropriate or available for use in other countries, or whether access is illegal or prohibited. Those who choose to access the Sites from locations outside of the United States do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the content in violation of U.S. export laws and regulations. We are not responsible for your computers or connectivity to the Sites.

9. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

THE SITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. SSI DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SITES AND CONTENT, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

YOU EXPRESSLY AGREE THAT USE OF THE SITES IS AT YOUR SOLE RISK. NEITHER PCA, ITS AFFILIATES, PARTNERS AND SERVICE PROVIDERS (COLLECTIVELY, "**PROVIDERS**"), NOR ANY OF OUR OR OUR PROVIDER'S RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE SITES WILL BE UNINTERRUPTED, COMPATIBLE OR ERROR FREE, THAT ANY DEFECTS IN THE SITE OR CONTENT WILL BE CORRECTED OR THAT THE SITE OR THE SERVICES THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL CONDITIONS. SSI MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE PROVIDED THROUGH THE SITES.

NEITHER PCA, NOR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SITES WILL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITES. YOU HEREBY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION WILL APPLY TO THE SITES IN ITS ENTIRETY.

10. INDEMNIFICATION

You agree to defend, indemnify and hold harmless PCA, its Providers and our and their respective directors, officers, employees, service providers and agents from and against all claims, damages and expenses, including attorneys' fees, arising out of your use of panhandlecoop.com, related content, your violation of these Terms, and your violation of any other intellectual property rights.

11. LIMITED TIME TO BRING YOUR CLAIM

YOU ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITES OR ANY RELATED SITE OR TO THE SERVICES OFFERED BY PANHANDLE COOPARITIVE

MUST COMMENCE WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

12. MISCELLANEOUS

These Terms and any terms posted throughout the Sites (if any) constitute the entire agreement of the parties with respect to your access and use of the Sites. These Terms shall be construed in accordance with the laws of the State of Nebraska without regard to its conflict of laws rules. Venue for any legal action shall be with the courts located in Scotts Bluff County. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms will continue in effect.

13. THIRD-PARTY SITES AND MATERIALS

There may be links from the websites, or from images or content within the Platform, to third party websites or features. We do not control, maintain or endorse any content or materials provided by any third party. We provide those links and content as a convenience, and we are not responsible for evaluating the content or accuracy of such third-party website. If you choose to access such third-party websites or materials, you do so at your own risk. We encourage you to visit the terms and policies applicable to such websites and materials.

14. CONTACT

If you have questions or concerns regarding these Terms, please contact us at:

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