

Terms of Service for Mississippi Farm to School Network

Terms of Service ("Terms") Last updated: July 2020

Please read these Terms of Service ("Terms", "Terms of Service") carefully before using the <http://mississippifarmtoschool.org/> website operated by Mississippi Farm to School Network ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service. The materials contained in this website are protected by applicable copyright and trademark law.

Termination

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Use License

- 1) Permission is granted to temporarily download one copy of the materials (information or software) on Mississippi Farm to School Network's website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:
 - a) modify or copy the materials;
 - b) use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
 - c) attempt to decompile or reverse engineer any software contained on Mississippi Farm to School Network's website;
 - d) remove any copyright or other proprietary notations from the materials; or
 - e) transfer the materials to another person or "mirror" the materials on any other server.

- 2) This license shall automatically terminate if you violate any of these restrictions and may be terminated by Mississippi Farm to School Network at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

Disclaimer

1. The materials on Mississippi Farm to School Network's website are provided on an 'as is' basis. Mississippi Farm to School Network makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.
2. Further, Mississippi Farm to School Network does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its website or otherwise relating to such materials or on any sites linked to this site.

Limitations

In no event shall Mississippi Farm to School Network or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on Mississippi Farm to School Network's website, even if Mississippi Farm to School Network or a Mississippi Farm to School Network authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

Accuracy of materials

The materials appearing on Mississippi Farm to School Network's website could include technical, typographical, or photographic errors. Mississippi Farm to School Network does not warrant that any of the materials on its website are accurate, complete or current. Mississippi Farm to School Network may make changes to the materials contained on its website at any time without notice. However, Mississippi Farm to School Network does not make any commitment to update the materials.

Links

Mississippi Farm to School Network has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of

any link does not imply endorsement by Mississippi Farm to School Network of the site. Use of any such linked website is at the user's own risk.

Using Our Third-Party Payment Processor

Mississippi Farm to School may link to a third-party payment processor to accept donations online. Mississippi Farm to School is not liable for the accuracy or functionality of the payment processor or any harm or liability from your use of this system.

By accessing the third party transaction and payment processor you agree to indemnify, defend and hold harmless Mississippi Farm to School Network and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of either your breach of the payment processor system or a failure on their part of functionality, security or other harm.

The processor is a technical services provider and may offer the services as an agent of one or more financial institutions in United States (each, a "Financial Services Provider"). The Processor's role is to accept and process credit card, debit card and other types of payments (collectively "Cards") with respect to donations and contributions through internet-based transactions. The processing and settlement of Transactions is carried out by the Processor and any of the Financial Services Providers under a separate agreement and the applicable service terms and to the extent you use a payment method that is subject to additional terms, the payment terms. By accepting this Agreement, you are also accepting and agreeing to be bound by the Processor Terms, which is the legal agreement between you and the Processor.

Mississippi Farm to School is not a party to the Processor Terms and is not liable to you in respect thereof. By accepting this Agreement and the Processor Terms you are agreeing to the creation of an account with the Processor for Payment Processing. We reserve the right to change the Processor, subject to the terms of our agreement with the Processor. In the event of any inconsistency between this Agreement and the Processor Terms, this Agreement shall prevail, except in the event of any inconsistency between this Agreement and the Processor Terms concerning Payment Processing or the Processor Account, in which case the Processor Terms shall prevail.

Modifications

Mississippi Farm to School Network may revise these terms of service for its website at any time without notice. By using this website, you are agreeing to be bound by the then current version of these terms of service.

Governing Law

These terms and conditions are governed by and construed in accordance with the laws of Mississippi and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location.

Indemnification

You agree to indemnify, defend and hold harmless Mississippi Farm to School Network and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 (change this) days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

Contact Us

If you have any questions about these Terms, please contact us at mississippifarmtoschool@gmail.com.