

Terms and Conditions of Service

By using the MyPersonalFarmers.com (aka MPF) website and service, you agree to the following:

1. Price and Availability. Price and availability of products are subject to change without notice. We reserve the right to make product substitutions of “like kind” provided it is of equal or greater value. If any “like kind” substitution is unacceptable to you, we will refund the original item price. If a substitution is deemed by MPF to be materially different, we will call you in advance to confirm its acceptance by you or if no “like kind” substitution is available we will refund the item price via the same method you paid with. As always, if you are not satisfied for any reason with an item purchased through MPF, you may return it and it will be refunded or credited against your next order.

2. Unattended Delivery. MyPersonalFarmers.com (MPF) is not responsible for unattended deliveries or if an inaccurate delivery instruction was given on the checkout form. Anyone at the delivery address who receives the delivery is conclusively presumed to be authorized to receive the order. MyPersonalFarmers (MPF) may also choose to leave your order unattended in a convenient location if an appropriate person is not present to receive deliveries. MPF reserves the right to refuse to leave an order unattended if the MPF Delivery Driver considers the circumstances to be unsuitable or unsafe for any reason.

MyPersonalFarmers is not responsible, and you agree not to hold MPF or its employees responsible, for any damage or theft that occurs to an unattended delivery.

3. No Access. If MyPersonalFarmers.com cannot deliver your order, or must make an additional delivery because of no access to the premises or inaccurate delivery instructions, you may be assessed an additional fee. MPF will make every effort to reach you by phone when trying to deliver.

MyPersonalFarmers’ liability for missing a delivery or pickup time is limited to delivery at a later agreed time at no additional charge.

4. Third Party Information Providers and Merchants. MPF may permit you to order and receive products, information and services from businesses that are not owned or operated by MPF. The purchase, payment, warranty, guarantee, delivery, maintenance and all other matters concerning the merchandise, services or information ordered or received from such businesses are solely between you and such businesses. MPF does not endorse, warrant or assume any responsibility or liability for such products, information or services including, but not limited to, the accuracy, completeness or usefulness of such information, opinion and advice and the quality and availability of such products or services. Any separate charges or obligations you incur in your dealings with these third parties are your responsibility and are not part of the fee charged for the MPF Service.

Health Information. All materials related to health information are provided for educational purposes only. Furthermore, some of this content comes from third parties and unless specifically stated, MPF does not vouch for the correctness of such information. You should always consult a physician regarding the applicability of any opinions or recommendations with respect to any symptoms or medical condition.

5. Fees, Payment and Access. You are responsible for, and agree to pay promptly, all charges to your account, including applicable taxes and purchases by you or anyone you allow to use your account, including your family, friends or other customers. Fees and charges will be assessed in accordance with the then current MPF fee schedule that can be accessed online or on the checkout form. If you fail to pay any fees or charges when due under the MPF fee schedule (which includes returned checks, electronic payment rejection, redelivery or restocking fees, or damages arising from fraudulent use), MPF may charge such amount directly to the credit card identified in your Customer Registration Data. **You shall be responsible and liable for any fees, including attorneys' fees and collection costs, that MPF may incur in its efforts to collect any unpaid balances from you.** MPF reserves the right to establish a credit limit for your account. Your right to use the MPF Service is also subject to limits established by your credit card issuer.

6. Changes in Agreement, Fee Schedule or MPF Service. MPF may at any time change any of the terms of this Agreement or the MPF fee schedule including, but not limited to, the amount of, or basis for determining, any fees or charges for the MPF Service. Your use of the MPF Service will be conclusively deemed acceptance these terms of service. MPF may discontinue or revise any or all aspects of the MPF Service without prior notice to you.

7. Disclaimer of Warranty and Limitation of Liability. YOUR USE OF THE MPF SERVICE, MYPersonalfarmers.com AND THE INTERNET IS ENTIRELY AT YOUR OWN RISK. THE MPF SERVICE, MYPersonalfarmers.com AND ITS CONTENTS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, MPF DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO THE AVAILABILITY, ACCURACY OR CONTENT OF INFORMATION, PRODUCTS OR SERVICES, AND WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MPF DOES NOT WARRANT THAT THE FUNCTIONS PROVIDED BY MYPersonalfarmers.com WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT MYPersonalfarmers.com OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

NEITHER MPF NOR ANY OF ITS DIRECTORS, EMPLOYEES, AGENTS, LICENSORS OR MERCHANTS (COLLECTIVELY, ITS "ASSOCIATES") SHALL BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, ARISING FROM YOUR USE OF, OR INABILITY TO USE, THE MPF SERVICE, MYPersonalfarmers.com, THE INTERNET OR FOR ANY OTHER CLAIMS RELATED IN ANY WAY TO YOUR RELATIONSHIP WITH MPF. MPF'S LIABILITY IS LIMITED TO CREDITING YOUR ACCOUNT FOR PRODUCTS SOLD BY MPF AND RETURNED BY YOU. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR OF CERTAIN DAMAGES, IN SUCH STATES AND JURISDICTIONS WARRANTIES AND LIABILITY ARE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

The material and products on MYPersonalfarmers.com is provided for lawful purposes only. MPF controls and operates MYPersonalfarmers.com from its headquarters in Peekskill, NY, USA and makes no representation that these materials and products are appropriate or available for use in other locations. If you use MYPersonalfarmers.com from other locations, you are responsible for compliance with applicable local laws.

8. Indemnification. By using the MPF website, you agree to defend, indemnify and hold MPF and its Associates harmless from any claims and expenses, including attorney's fees, arising in connection with a violation of this Agreement by you or through use of your account.

9. Termination. MPF may suspend or terminate your access to the MPF Service at any time for any reason with or without notice to you. You may terminate your MPF Service at any time for any reason by delivering notice in a manner provided in this Agreement which termination will be effective the day notice is received or such later date specified in the notice. If you terminate your MPF Service for any reason, you will not be entitled to a refund of any fees. MPF reserves the right to collect fees and charges incurred before you cancel your MPF Service. In addition, you are responsible for any charges incurred to third-party vendors or content providers prior to your cancellation.

10. Privacy and Security. Your privacy is very important to MPF. MPF uses Authorize.net™, Paypal, and SSL to encrypt your credit card information in order to protect your information as it travels over the Internet. Once we receive your credit card information, it is stored in a secure data center. MPF does not sell personal information about individual customers (such as name, address, e-mail address) to third parties, sell or rent lists of customers or use information about individual customers except to provide the MPF Service or as described below.

(a) Aggregated Information. MPF may use aggregated information regarding its customers and usage of the MPF Service (such as customer demographics and traffic patterns) and disclose such aggregated information to advertisers, partners and others for various purposes.

(b) Third Party Service Providers. MPF may employ other companies and individuals to perform certain functions such as delivering packages, processing credit card payments and analyzing data. They may have access to personal information to perform their functions.

(c) Sale of Business. MPF may transfer Customer Registration Data and other personal information in connection with the sale of MPF or the sale or transfer of its business operations in your geographic area to a third party provider of grocery ordering or delivery services who agrees to be bound by this Privacy Policy until you consent that such information will be governed by the policies and terms of such third party provider.

(d) Enforcement of Agreement or Compliance with Law. MPF may use or disclose personal information when MPF believes it is appropriate to enforce this Agreement, to protect the rights, property or safety of MPF or its users or to comply with the law.

11. Notices. MPF may give notice to you of a change in this Agreement, a change in the MPF Fee Schedule, and any other matter by general posting on MyPersonalFarmers.com, by electronic mail, or by conventional mail to your address contained in the Customer Registration Data. You may give notice to MPF by telephone (1-914-293-0701), by electronic mail or by conventional mail (as specified in the "Contact MPF" section of MyPersonalFarmers.com).

12. Legal and Miscellaneous.

(a) This Agreement states your entire agreement with MPF regarding the use of the MPF Service and MPF.com. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

(b) The failure of either party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.

(c) This Agreement shall be governed by the laws of the State of New York. You expressly agree that exclusive jurisdiction for any claim or dispute with MPF or its Associates or relating in any way to your use of the MPF Service and MYPersonalFarmers.com resides in the courts of New York, and you further consent and agree to personal jurisdiction by the state and federal courts sitting in the State of New York in connection with any such dispute.

(d) Any cause of action by you must be instituted within one year after the claim or cause of action has arisen.

(e) Sections 7 and 8 of this Agreement are for the benefit of MPF and its Associates, and each shall have the right to assert and enforce the provisions directly on their own behalf. Sections 7 and 8 of this Agreement and all obligations and restrictions placed upon you or your permitted users by this Agreement shall survive termination of your MPF service.

IF YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT, PLEASE CALL MPF CUSTOMER CARE AT 1-914-293-0701