

## Terms of Service

This website is owned and operated by Kelso Farm Inc. These Terms outline the terms and conditions governing your use of our website and services. When you access or use our website, you are acknowledging that you have read, understood, and agreed to be bound by these Terms. Throughout the site, the terms "we," "us," and "our" refer to Kelso Farm. Our website offers a range of handmade and artisan products, gourmet food items, outdoor lavender field experiences, and outdoor venue rentals.

To access and utilize our website and services, you must meet the following requirements: you must be at least eighteen years old or of legal age of majority in your jurisdiction, and you must have the legal authority, right, and freedom to enter into a binding agreement under these Terms. If the use of our website and/or services is prohibited by any applicable law or regulation, you are not permitted to access or utilize them.

We kindly request that you carefully review these Terms of Service prior to accessing or utilizing our website. Your access to and use of any part of the site signifies your acceptance and agreement to comply with these Terms of Service. If you do not agree with all the terms and conditions outlined in this agreement, please refrain from accessing the website or using any of its services. Please note that by accessing the website, you expressly acknowledge that these Terms of Service constitute the sole basis of acceptance.

### SECTION 1 - ONLINE STORE TERMS

Our online store operates on the Shopify platform, which provides us with a secure and reliable e-commerce platform for selling our products and services. By accepting these Terms of Service, you agree not to use our products for any illegal or unauthorized purposes, and you are prohibited from violating any applicable laws in your jurisdiction, including copyright laws. Furthermore, you must not transmit any harmful code, such as worms or viruses, that could compromise the integrity of our website.

Please ensure that you carefully read the complete item listing before making a purchase, as committing to buy an item and completing the check-out payment process constitutes a legally binding contract. The prices displayed on our website for our products and services are subject to change without prior notice, and we reserve the right to correct any pricing errors that may occur unintentionally. Additional details regarding pricing and applicable sales tax can be found on the payments page.

All fees associated with our services, including taxes and potential transaction fees, will be charged to your chosen payment method. Any violation or breach of these Terms will result in the immediate termination of your access to our services.

### SECTION 2 - GENERAL CONDITIONS

We retain the right to decline service to any individual at our discretion and at any time. It is important to note that while we take measures to protect your content, it may be transmitted unencrypted over networks and may undergo changes to meet technical requirements. Additionally, you agree not to misuse or exploit any part of the Service, including access to the

website or any contact provided, without obtaining our express written permission. The headings used in this agreement are for convenience purposes only and do not impose limitations or alter these Terms in any way.

### SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We cannot guarantee the accuracy, completeness, or timeliness of the information provided on this site. The material presented is intended for general informational purposes and should not be solely relied upon for decision-making without consulting more reliable and up-to-date sources. Any reliance on the material on this site is at your own risk. Please note that this site may contain historical information that may not be current and is provided for reference purposes only. While we reserve the right to modify the content of this site at any time, we are not obligated to update any information. It is your responsibility to monitor any changes to our site.

### SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

We reserve the right to make changes to our Services, including the addition or removal of features, without prior notice. We may also impose limitations on certain services or discontinue them altogether. We have the discretion to permanently or temporarily suspend or terminate access to our services at any time, with or without cause, and without liability.

### SECTION 5 - PRODUCTS OR SERVICES (if applicable)

Certain products or services may only be available online through our website and are subject to our Return Policy for any returns or exchanges. While we strive to accurately display the colours and images of our products, we cannot guarantee that your computer monitor will accurately reflect the colours. We reserve the right to limit the sales of our products or services on a case-by-case basis and based on geographic region or jurisdiction. Quantities of products or services offered may also be limited, and product descriptions and pricing are subject to change without notice. We have the right to discontinue any product at any time, and we do not guarantee that the quality of products, services, or information will meet your expectations or that any errors in the Service will be corrected.

We have taken great care to display the colours and images of our products as accurately as possible in the store. However, please be aware that we cannot guarantee the precise accuracy of colour representation on your computer monitor.

We do not provide a warranty for the quality or performance of any products, services, information, or other materials acquired through our website. We cannot guarantee that any errors in the service will be corrected to meet your specific expectations.

### SECTION 6 - BILLING AND ACCOUNT INFORMATION ACCURACY

At our discretion, we reserve the right to refuse any order placed with us. Quantities purchased per person, household, or order may be limited or cancelled by us. These limitations may apply to orders placed under the same customer account, using the same payment method or with identical billing and/or shipping addresses. If we make any changes to or cancel an order, we will make reasonable efforts to notify you via the provided email address or billing address/phone

number at the time of purchase. We reserve the right to restrict or reject orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

To ensure a smooth purchasing experience, it is your responsibility to provide accurate and up-to-date information for all purchases and your account. Please promptly update your account details, including email addresses, credit card numbers, and expiration dates, to facilitate successful transactions and enable us to contact you when necessary.

#### SECTION 7 - USER COMMENTS, FEEDBACK, AND OTHER SUBMISSIONS

If we specifically request certain submissions from you (such as contest entries), or if you voluntarily provide creative ideas, suggestions, proposals, plans, or other materials, whether through online channels, email, postal mail, or any other means (collectively referred to as "comments"), you acknowledge and agree that we have the unrestricted right to edit, copy, publish, distribute, translate, and use these comments in any medium, without limitation. We are not obligated to maintain the confidentiality of any comments, compensate you for them, or respond to them.

While we may, at our discretion, monitor, edit, or remove content that we deem to be unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene, or otherwise objectionable, and that violates intellectual property rights or these Terms of Service, we are not obligated to do so.

By submitting comments, you affirm that they do not infringe upon any third-party rights, including copyright, trademark, privacy, or personality rights. Furthermore, you agree that your comments will not contain defamatory, unlawful, abusive, or obscene material, or any computer viruses or malware that may impact the operation of the Service or any associated website. You must not use a false email address, pretend to be someone else, or mislead us or third parties about the origin of any comments. You are solely responsible for the accuracy of your comments, and we assume no liability for any comments posted by you or any third party.

#### SECTION 8 - PERSONAL INFORMATION

The collection and use of your personal information through the store are subject to our Privacy Policy.

#### SECTION 9 - ERRORS, INACCURACIES, AND OMISSIONS

From time to time, our site or the Service may contain information that includes typographical errors, inaccuracies, or omissions relating to product descriptions, pricing, promotions, offers, product shipping charges, transit times, and availability. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate, without prior notice (even after you have submitted your order).

Please note that we are not obligated to update, amend, or clarify information in the Service or on any related website, including pricing information, except as required by law. The absence of a specified update or refresh date in the Service or on any related website should not be taken to indicate that all information in the Service or on any related website has been modified or updated.

## SECTION 10 - PROHIBITED USES

In addition to other prohibitions outlined in the Terms of Service, the following actions are strictly prohibited when using the site or its content:

(a) Engaging in any unlawful purpose; (b) Soliciting others to participate in unlawful acts; (c) Violating any local, state, provincial, federal, or international regulations, rules, laws, or ordinances; (d) Infringing upon our intellectual property rights or the intellectual property rights of others; (e) Harassing, abusing, insulting, harming, defaming, slandering, disparaging, intimidating, or discriminating based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) Submitting false or misleading information; (g) Uploading or transmitting viruses or any other malicious code that could disrupt the functionality or operation of the Service, related websites, or the Internet; (h) Collecting or tracking the personal information of others; (i) Engaging in spamming, exploitation, phishing, pharming, breaching, using malicious bots, DDoS attacks, clickjacking, pretexting, spidering, crawling, or scraping; (j) Using the Service for any obscene or immoral purpose; (k) Interfering with or circumventing the security features of the Service, related websites, or the Internet. Violation of any of the prohibited uses may result in the termination of your access to the Service or any related website.

## SECTION 11 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We cannot guarantee that your use of our service will be uninterrupted, timely, secure, or error-free. Furthermore, we do not warrant that the results obtained from the service will be accurate or reliable.

Please be aware that we may, from time to time, remove the service for indefinite periods or cancel it without prior notice to you.

You expressly acknowledge and agree that your use of the service is at your sole risk. The service, along with all products and services delivered through it, are provided on an "as is" and "as available" basis, unless otherwise stated by us. We make no representations, warranties, or conditions of any kind, whether express or implied, including but not limited to, merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no event shall Kelso Farm Inc, including our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors, be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind. This includes but is not limited to, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages arising from your use of the service, or any products procured through it, or for any other claim related to your use of the service or any product. This applies to any errors or omissions in the content or any loss or damage incurred as a result of using the service or any content (or product) posted, transmitted, or made available through the service, even if advised of the possibility of such damages. However, please note that in certain jurisdictions, the exclusion or limitation of liability for consequential or incidental damages is not permitted. In such cases, our liability will be limited to the maximum extent allowed by law.

## SECTION 12 - INDEMNIFICATION

You agree to indemnify and hold harmless Kelso Farm Inc, our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees 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, the documents they incorporate by reference, or your violation of any law or the rights of a third party.

#### SECTION 13 - LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, Kelso Farm Inc shall not be liable for any indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data, or other intangible losses, arising out of or in connection with the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, Kelso Farm Inc assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any personal information stored therein.

#### SECTION 14 - SEVERABILITY

If any provision of these Terms of Service is found to be unlawful, void, or unenforceable, that provision shall be deemed severable from the Terms of Service and shall not affect the validity and enforceability of the remaining provisions to the fullest extent permitted by applicable law.

#### SECTION 15 - TERMINATION

The rights and obligations of the parties that arise before the termination date will continue to apply even after the termination of this agreement.

These Terms of Service will remain effective until terminated by either you or us. You can terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services or by ceasing to use our site.

If, in our sole discretion, we believe that you have failed to comply with any term or provision of these Terms of Service, or if we suspect such failure, we may terminate this agreement without notice. You will remain responsible for any outstanding amounts owed up to and including the date of termination, and we may deny you access to our Services, or any part thereof, accordingly.

#### SECTION 16 – ENTIRE AGREEMENT

The failure to enforce any right or provision in these Terms of Service does not waive that right or provision. These Terms of Service, along with any posted policies or operating rules, constitute the complete agreement between you and us, governing your use of the Service and replacing any previous agreements, communications, or proposals, whether oral or written. Any ambiguities in interpreting these Terms of Service should not be construed against the party that drafted them.

#### SECTION 17 - GOVERNING LAW AND DISPUTE RESOLUTION

These Terms, the rights and remedies provided herein, and any claims and disputes related to these Terms, or the services shall be governed by, interpreted, and enforced exclusively in accordance with the internal laws of Canada/Ontario, without regard to its conflict of laws principles. Any claims and disputes shall be brought and decided exclusively by a court of competent jurisdiction, and you hereby consent to the exclusive jurisdiction of such court.

#### SECTION 20 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time on this page. We reserve the right, at our sole discretion, to update, change, or replace any part of these Terms of Service by posting updates and changes on our website. It is your responsibility to periodically check our website for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

#### SECTION 21 - CONTACT INFORMATION

If you have any questions about the Terms of Service, please contact us at [kelsolavender@gmail.com](mailto:kelsolavender@gmail.com).