

1 C Barn Legal

Terms of Services & Privacy Policy

OVERVIEW

This website is operated by 1C Barn.com. Throughout the site, the terms “we”, “us” and “our” refer to 1 C Barn.com. We offer this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/ or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content. Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service. Any new features or tools which are added to the current store shall also be subject to the 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 to update, change or replace any part of these Terms of Service by posting updates and/ or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

SECTION 1 – ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 – GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 – ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The

material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or timely sources of information. Any reliance on the material on this site is at your own risk. You agree that it is your responsibility to monitor changes to our site.

SECTION 4 – MODIFICATIONS TO THE SERVICE AND PRICES

Prices are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 5 – PRODUCTS OR SERVICES (if applicable)

Certain services may be available exclusively online through the website. These services may have limited quantities and are subject to our reservation policies. We have made every effort to display as accurately as possible the colors and images of our services. We cannot guarantee that your computer monitor's display of any color will be accurate. We reserve the right, but are not obligated, to limit the sales of our services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any services that we offer. All descriptions of services are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any service at any time. Any offer for any service made on this site is void where prohibited. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 6 – ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel services purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors. You agree to provide current, complete and accurate purchase and account information for all purchases made at our site. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

SECTION 7 – OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 8 – THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any

liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 – USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 10 – PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy.

SECTION 11 – ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, 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 at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 12 – PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape;

(j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 13 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all services delivered to you through the service are (except as expressly stated by us) provided ‘as is’ and ‘as available’ for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall 1 C Barn.com, 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, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 14 – INDEMNIFICATION

You agree to indemnify, defend and hold harmless 1 C Barn.com 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.

SECTION 15 – SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 16 – TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access

to our Services (or any part thereof).

SECTION 17 – ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 18 – GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Colorado, United States.

SECTION 19 – CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at 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 to our website. It is your responsibility to check our website periodically 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 20 – CONTACT INFORMATION

Questions about the Terms of Service should be sent to us using our contact form on this website.

Privacy Policy

Your privacy is critically important to us. At 1 C Barn.com; we have a few fundamental principles.

- * We don't ask you for personal information unless we truly need it.
- * We don't share your personal information with anyone except to comply with the law, develop our products, or protect our rights.
- * We don't store personal information on our servers unless required for the on-going operation of one of our services.
- * In our blogging products, we aim to make it as simple as possible for you to control what's visible to the public, seen by search engines, kept private, and permanently deleted.

Website Visitors

Like most website operators, 1C Barn.com collects non-personally-identifying information of the sort that web browsers and servers typically make available, such as the browser type, language preference, referring site, and the date and time of each visitor request. 1 C Barn.com's purpose in collecting non-personally identifying information is to better understand how visitors use their website. From time to time, we may release non-personally-identifying information in the aggregate, e.g., by publishing a report on trends in the usage of its website.

1 C Barn.com also collects potentially personally-identifying information like Internet Protocol (IP) addresses for logged in users and for users leaving comments on WordPress.com blogs. We only disclose logged in user

and commenter IP addresses under the same circumstances that it uses and discloses personally-identifying information as described below, except that blog commenter IP addresses and email addresses are visible and disclosed to the administrators of the blog where the comment was left.

Gathering of Personally-Identifying Information & Aggregated Statistics

Certain visitors to 1 C Barn.com's websites choose to interact with us in ways that require us to gather personally-identifying information. The amount and type of information that we gather depends on the nature of the interaction. In each case, we collect such information only insofar as is necessary or appropriate to fulfill the purpose of the visitor's interaction with 1 C Barn.com. We do not disclose personally-identifying information other than as described below. And visitors can always refuse to supply personally-identifying information, with the caveat that it may prevent them from engaging in certain website-related activities. We may collect statistics about the behavior of visitors to its websites. For instance, we may monitor the most popular blogs on the WordPress.com site or use spam screened services to help identify spam. We may display this information publicly or provide it to others. However, we do not disclose personally-identifying information other than as described below.

Protection of Certain Personally-Identifying Information

1 C Barn.com discloses potentially personally-identifying and personally-identifying information only to those of its employees, contractors and affiliated organizations that (i) need to know that information in order to process it on 1 C Barn.com's behalf or to provide services available at our websites, and (ii) that have agreed not to disclose it to others. Some of those employees, contractors and affiliated organizations may be located outside of your home country; by using 1 C Barn.com's websites, you consent to the transfer of such information to them. 1 C Barn.com will not rent or sell potentially personally-identifying and personally-identifying information to anyone. Other than to its employees, contractors and affiliated organizations, as described above, 1 C Barn.com discloses potentially personally-identifying and personally-identifying information only in response to a subpoena, court order or other governmental request, or when we believe in good faith that disclosure is reasonably necessary to protect the property or rights of 1 C Barn.com, third parties or the public at large. If you are a registered user of 1 C Barn.com website and have supplied your email address, we may occasionally send you an email to tell you about new features, solicit your feedback, or just keep you up to date with what's going on with 1 C Barn.com and our products. We primarily use our various product blogs to communicate this type of information, so we expect to keep this type of email to a minimum. If you send us a request (for example via a support email or via one of our feedback mechanisms), we reserve the right to publish it in order to help us clarify or respond to your request or to help us support other users. We take all measures reasonably necessary to protect against the unauthorized access, use, alteration or destruction of potentially personally-identifying and personally-identifying information.

Cookies

A cookie is a string of information that a website stores on a visitor's computer, and that the visitor's browser provides to the website each time the visitor returns. 1 C Barn.com uses cookies to help us identify and track visitors, their usage of our website, and their website access preferences. Visitors who do not wish to have cookies placed on their computers should set their browsers to refuse cookies before using our websites, with the drawback that certain features of 1 C Barn.com's sites may not function properly without the aid of cookies.

Commented [AM1]:

Business Transfers

If 1 C Barn.com, or substantially all of its assets, were acquired, or in the unlikely event that 1 C Barn.com goes out of business or enters bankruptcy, user information would be one of the assets that is transferred or acquired

by a third party. You acknowledge that such transfers may occur, and that any acquirer of 1 C Barn.com may continue to use your personal information as set forth in this policy.

Ads

Ads appearing on any of our websites may be delivered to users by advertising partners, who may set cookies. These cookies allow the ad server to recognize your computer each time they send you an online advertisement to compile information about you or others who use your computer. This information allows ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you. This Privacy Policy covers the use of cookies by us and does not cover the use of cookies by any advertisers.

Comments

Comments and other content submitted to our anti-spam service are not saved on our servers unless they were marked as false positives, in which case we store them long enough to use them to improve the service to avoid future false positives.

Privacy Policy Changes

Although most changes are likely to be minor, we may change its Privacy Policy from time to time, and in our sole discretion. 1 C Barn.com encourages visitors to frequently check this page for any changes to its Privacy Policy. If you have a WordPress.com account, you should also check your blog's dashboard for alerts to these changes. Your continued use of this site after any change in this Privacy Policy will constitute your acceptance of such change.