

Terms and Conditions of Green Learning Homestead, LLC, aka GLH

This document governs:

- Your use of the GLH website, and,
- any other related agreement or legal relationship with GLH in a legally binding way.

You must read this document carefully.

The GLH website is provided by: Green Learning Homestead, LLC, State of Ohio, United States

Contact Email: greenlearninghomestead@gmail.com

TERMS OF USE

Unless stated otherwise, the terms in this section apply generally when using the GLH website. Specific or additional conditions may apply in certain situations and are noted in this document. By using the GLH website, you confirm the following:

- you are older than 18 years of age;
- you are not in a country under a U.S. government embargo or designated as a “terrorist-supporting country”;
- you are not on any U.S. government list of prohibited or restricted parties.

Account Registration

Once purchased and received, you retain full access to the digital materials received. This is limited to printing and not to altering any of the material received. No account registration is required to receive purchased GLH materials with the exception of periodic updates to the materials received. To use the GLH service, you can register or create an account by providing complete and truthful information. You can also use the GLH service without an account, but this might limit some features.

Updates to Materials – To receive and process updates to purchased GLH materials, a subscription service is required for a monthly fee as detailed in the GLH website. Registration for this subscription service includes your name, email, and payment method.

GLH Membership Registration – This is at no cost or obligation. It consists of your name and email only. Upon submission of a request for GLH membership, you will be provided with a GLH Member Number. Submission of this number is required for access to periodic updates and other areas of the GLH website. By registering, you agree to take full responsibility for all activities under your name and member number. You are responsible for keeping your login details confidential

Lost GLH Member Number and Email on File – Use the contact form in the GLH website.

Privacy Policy – In general, GLH will not share or sell any personal information provided through the GLH website to any party for any reason. See the Privacy Policy in the GLH website for details.

Problems with Account Registration – You must immediately inform us using the contact details in this document if you believe your personal information, account, or login details have been violated, disclosed, or stolen. GLH is held harmless for lack of any action required on your part concerning account registration.

Conditions for Account Registration

Registration of accounts on the GLH website is subject to the conditions outlined below. By registering, you agree to meet such conditions.

- It is not permitted to register accounts by bots or any other automated means.
- You must register only one account, unless otherwise specified.
- Your account must not be shared with other persons unless otherwise specified.

Account Termination

You can close your account and stop using GLH services anytime by contacting GLH through the Contact Us form in the GLH website.

Account Suspension or Deletions

GLH reserves the right to suspend or delete your account at any time and without notice if GLH finds it inappropriate, offensive, or in violation of these terms. Suspending or deleting accounts does not entitle you to claim any compensation, damages, or reimbursement. The suspension or deletion of accounts due to cause attributable to you does not exempt you from paying any applicable fees or prices.

Content on the Website

Unless otherwise noted, all content in the GLH website is owned or provided by GLH or our licensors. GLH does its best to ensure the content in the GLH website complies with all laws and respects third-party rights. However, this may not always be achievable. If you believe your rights are being infringed, without prejudice to any legal prerogatives to enforce your rights, please report any issues using the Contact Us form provided in the GLH website.

Rights Regarding Content on Our Website – All Rights Reserved

GLH holds and reserves all intellectual property rights for all content. You may not use such content in any way that is not necessary or implied for the proper use of the GLH service. Specifically, but without limitation, you may not copy, download, share, beyond the limits mentioned below, modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer, assign to third parties, or create derivative works from the content in the GLH website. You also cannot allow any third party to do so through your account or device, even unknowingly. Where explicitly stated, you may download, copy, and share some content from the GLH website for personal and non-commercial use, provided you correctly implement copyright and other required attributions. Any statutory limitations or exceptions to copyright remain unaffected.

Access to External Resources

Through the GLH website, you may have access to external resources provided by third parties. You acknowledge and accept that GLH has no control over these resources and GLH is not responsible for their content or availability. Conditions for third-party resources, including any rights granted in their content, are governed by those third parties with their own terms and conditions or by appropriate law.

Acceptable Use

The GLH website and service may only be used within the scope of what is provided for, under these terms and applicable law. You are solely responsible for ensuring that your use of the GLH website and service does not violate any laws, regulations, or third-party rights. GLH reserves the right to protect GLH interests by denying you access to the GLH website or service, terminating contracts, and reporting any misconduct to appropriate authorities if you are involved in or suspected of the following plus any other related issues not enumerated herein:

- violating laws, regulations, or these terms;
- infringing on third-party rights;
- significantly impairing GLH legitimate interests;
- offending GLH or any third party.

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TERMS AND CONDITIONS OF SALE

Paid Products

Some of GLH products require payment. Details about fees, duration, and conditions are described below and in the dedicated sections of the GLH website.

Format – Purchased GLH print products are provided only in digital format. You will not receive physical printed copies. These purchased products are your responsibility to download to your device and retain for your purposes.

Delivery of Materials – Upon completion of your purchase you will receive an email that will include a link to download the PDF products in your purchases. Complete the download upon receipt of the email and save the files to your device.

Your Action After Receipt – The download link is only valid for 24 hours after purchase after which it will expire. This is a security feature built in by the website provider that can't be changed. Should that happen and you need to download at a later date, send GLH an email using the Contact Us form in the GLH website and GLH will email you a new link.

Your Retained Files – Save these to your device. Upon completion you can print any of the files.

Subscription Service – This is automatically billed monthly and can not be purchased for any longer period. It is your responsibility to keep your payment arrangement current with GLH. If your payment arrangement changes and automatic billing cannot be processed, you will be notified via the email on file with GLH. This is the only way GLH would notify you of a problem after which your subscription will automatically expire. This can be renewed with a new purchase of the subscription service.

Refund Policy – Because these are digital files, once you purchase and have access to them they are yours and cannot be returned. GLH does not offer refunds or exchanges for digital purchases.

Product Description

Prices, descriptions, and availability of products are detailed in the relevant sections of the GLH website and may change without notice. Although GLH strives for accuracy in presenting products in the GLH website, representations, including graphics, images, colors, and sounds, are for reference only and do not guarantee the characteristics of the purchased product. The specific characteristics of the chosen product are outlined during the purchasing process.

Purchasing Process

Every action taken from selecting a product to submitting an order is part of the purchasing process.

Order Submission

When you place an order, the following apply:

- Submitting an order determines the contract conclusion and obligates you to pay the specified price, taxes, and any additional fees and expenses outlined in the order page.
- If the purchased product requires action from you, such as providing personal information or specific requests, submitting the order means you agree to cooperate accordingly.
- After submitting the order, you will receive a receipt confirming that the order has been received.

All communication regarding the purchasing process will be sent to the email address you provided.

Prices

During checkout and before submission, you will see all charges, including any fees, taxes, and costs. In the GLH website, prices are displayed including all applicable fees, taxes, and costs.

Methods of Payment

Payments are only accepted in U.S. dollars through credit cards or debit cards. Details about accepted payment methods are provided during the purchasing process. Any additional conditions or fees through your payment processing are your sole responsibility.

Retention of Product Ownership

Until payment of the total purchase price is received by GLH, any product ordered will not be delivered in digital format and will not become your property.

Delivery

Products are delivered to the email address provided by you and in the manner outlined in the order summary. Goods are delivered to any registered customer with a valid email address in any country.

Delivery Format – All materials are delivered in Adobe Acrobat PDF format. You must obtain Adobe Acrobat to view the materials.

Problems with Delivery – Upon receipt, it is your responsibility to check the content for integrity of the files. If the document(s) appear damaged, report any issues promptly using the Contact Us form in the GLH website.

Delivery Times – These are outlined in the GLH website or during the purchasing process. In general, upon receipt of payment the digital products will be delivered automatically via your email on file with GLH.

Failed Delivery – GLH is not liable for delivery errors due to incorrect or incomplete information provided by you during the purchasing process, especially as related to your email address. If there is a problem, use the Contact Us email form in the GLH website with details of the issue and GLH will attempt to correct the issue forthwith.

USER RIGHTS

Rights of Withdrawal

Unless exceptions apply, if you qualify as a European consumer, you have the right to withdraw from a contract within a specified period, usually 14 days, without giving any reason. If you don't fit this qualification, you cannot benefit from the rights described in this section.

Exercising Your Rights of Withdrawal

To withdraw from a contract, you must inform GLH clearly of your decision. This can be done using the Contact Us email form in the GLH website or by any other clear statement. Make sure you do this before the 14-day withdrawal period ends.

Effects of Withdrawal

There are no withdrawal provisions related to digital products. Withdrawal of the GLH subscription service terminates this contract without remuneration of any monthly payment previously provided.

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UK USER RIGHTS

Right to Cancel

Unless exceptions apply, if you qualify as a consumer in the United Kingdom, you have the right to withdraw from a contract within a specified period, usually 14 days, without giving any reason. If you do not fit this qualification, you cannot benefit from the rights described in this section.

Exercising Your Right to Cancel

To withdraw from a contract, you must inform GLH clearly of your decision. This can be done using the Contact Us email form in the GLH website or by any other clear statement. Make sure to do this before the cancellation period ends.

Cancellation Period

There is no cancellation period related to GLH digital product sales because these products cannot be retrieved for any other use.

GUARANTEES

Legal Guarantee of conformity for Goods Under EU Law

GLH guarantees the conformity of goods sold to European consumers for at least two years from delivery. This guarantee applies to goods in the GLH website according to the laws of your country. The laws of your country may grant you broader rights regarding legal guarantees of conformity.

Conformity to Contract for Consumers in the United Kingdom

UK consumers have the right to receive goods that conform to the contract.

LIABILITY AND INDEMNIFICATION

GLH limits its liability as much as legally allowed when executing agreements with you. This means GLH responsibility for damages is reduced to the maximum extent permitted by law unless explicitly stated otherwise or agreed upon with you.

Indemnification

You agree to indemnify GLH and its affiliates, officers, directors, and employees from any claims or demands made by third parties due to or in connection with any culpable violation of these terms or third-party rights related to your use of the GLH service or materials provided to the extent allowed by law.

Limitation of Liability

Unless explicitly stated otherwise and subject to applicable law, you cannot claim damages against GLH or any individual or entity acting on behalf of GLH. However, this exclusion does not apply to damages affecting life, health, or physical integrity, damages arising from the breach of significant contractual obligations, such as those necessary to fulfill the contract's purpose, and/or damages resulting from intentional gross negligence, provided that the GLH website and material has been used appropriately and correctly by you. Unless damages stem from intentional or gross negligence, or they impact life, health, or physical integrity, GLH liability is limited to typical and foreseeable damages at the time the contract was entered into.

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US Users

Disclaimer of Warranties

The GLH website is provided on an “as is” and “as available” basis. When you use the GLH service, you are doing so at your own risk. GLH explicitly states that it is not making any promises or guarantees, whether they are expressed, implied, or even required by law. These include assurances about the quality of the service, its suitability for your specific needs, or whether it infringes on anyone else’s rights. Please keep in mind that any advice or information you receive from GLH or through the GLH service does not create any warranties beyond what GLH has explicitly stated here.

Additionally, while GLH strives to provide accurate and reliable content, GLH cannot guarantee that it is always going to be the case. GLH does not guarantee that the service will always meet your requirements or be available when you need it. There might be interruptions, or it might not function correctly due to factors beyond GLH control. While GLH does its best to keep everything running smoothly, GLH cannot ensure that the GLH service will be free of harmful elements like viruses. If you choose to download any content from the GLH service, you are assuming the risk, and GLH is not responsible for any damage it might cause to your devices or data.

GLH does not endorse or guarantee any products or services advertised through the GLH service or any links GLH provides. GLH is not involved in any transactions between you and third-party providers. Any interactions or agreements you make with them are solely your responsibility.

The GLH service might not always be accessible or might not work correctly with your web browser, mobile device, or operating system. While GLH strives to provide a seamless experience, GLH cannot guarantee this in every situation. As such, GLH clarifies that it cannot be held responsible for any perceived or actual damages that result from issues related to the content, operation, or use of the GLH service.

While GLH may have certain exclusions and limitations in its agreement, these may not apply to you depending on the laws of your jurisdiction. Federal law, as well as laws in some states and other jurisdictions, may offer protections that supersede GLH disclaimers and exclusions. This means that you may have specific legal rights that are not affected by the GLH agreement. It is essential to understand your rights, as they may vary from state to state or country to country. GLH emphasizes that any disclaimers or exclusions in the GLH agreement will only be enforced to the extent permitted by applicable law.

Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall GLH, along with any subsidiaries, affiliates, officers, directors, agents, partners, suppliers, or employees, be liable for:

- any indirect, punitive, incidental, special, consequential, or exemplary damages arising from or related to your use of, or inability to use, the GLH service. This includes damages for loss of profits, goodwill, use, data, or other intangible losses;
- any damage, loss, or injury resulting from hacking, tampering, or unauthorized access to your account or the information within it;
- errors, mistakes, or inaccuracies in the GLH content provided;
- personal injury or property damage resulting from your use of the GLH service;
- unauthorized access to GLH secure servers or personal information stored therein;
- interruption or cessation of transmission to or from the GLH service;
- bugs, viruses, trojan horses, or similar harmful elements transmitted through the GLH service;
- errors or omissions in any content posted, transmitted, or made available through the GLH service;
- defamatory, offensive, or illegal conduct of any user or third party.

GLH liability is limited only to amount you have paid to GLH within the preceding 12 months, or the duration of your agreement with GLH, whichever is shorter. This limitation of liability applies to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if you have been advised of the possibility of such damage.

In some jurisdictions, the exclusion or limitation of incidental or consequential damages may not be allowed. This means that these limitations or exclusions might not apply to you. You have specific legal rights, which may vary depending on your jurisdiction. The disclaimers, exclusions, and limitations of liability outlined in this GLH document may not apply to the extent prohibited by applicable law.

Indemnification

By using and accessing the GLH service, you agree to defend, indemnify, and hold GLH, our subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers, and employees harmless from any claims, damages, losses, liabilities, costs, or expenses, including legal fees arising from:

- your use of the GLH service, including any data or content you transmit or receive;
- your violation of these terms, including any breach of representation and warranties;
- your violation of third-party rights, such as privacy or intellectual property rights;
- your violation of statutory laws, rules, or regulations;
- any content submitted from your account, including third-party access using username, password, or other security measures, including misleading, false, or inaccurate information;
- your intentional misconduct; or
- any statutory provision by you or your affiliates, officers, directors, agents, co-branders, partners, suppliers, and employees to the extent permitted by law.

COMMON PROVISIONS

No Waiver

GLH failure to assert any right or provision under these terms does not waive that right or provision. No waiver will constitute a continuing waiver of such term or any other term.

Service Interruption

To maintain the best service level, GLH reserves the right to interrupt the GLH service for maintenance, updates, or other changes, with appropriate notification. GLH may suspend or discontinue the service within legal limits. If discontinued, GLH will assist you with withdrawing personal data and respect your rights regarding continued product use and compensation under applicable law. The GLH service may be unavailable due to events beyond our reasonable control, such as infrastructure breakdowns or blackouts.

Service Reselling

You may not reproduce, duplicate, copy, sell, or exploit any part of the GLH website or its products without GLH express written permission, granted either directly or through a legitimate reselling program.

Privacy Policy

For information on the use of personal data, refer to the Privacy Policy in the GLH website.

Intellectual Property Rights

Without prejudice to any more specific provisions in these terms, all intellectual property rights associated with the GLH website and materials, including copyrights, trademark rights, patent rights, and design rights, are exclusively owned by GLH or its licensors. These rights are protected by applicable laws and

international treaties concerning intellectual property. All trademarks, whether nominal or figurative, and any other marks, trade names, service marks, word marks, illustrations, images, or logos associated with the GLH website, are and remain the exclusive property of GLH or GLH licensors. These are also protected by applicable laws and international treaties related to intellectual property.

Changes to the Terms

GLH reserves the right to modify these terms at any time, informing you of any changes. Such changes will only affect the relationship with you from the date communicated onwards. Your continued use of the GLH service will signify your acceptance of the revised terms. If you do not wish to be bound by the changes, you must stop using the GLH service and terminate the agreement with GLH. Applicable previous versions of these terms applicable to your tenure with GLH will govern your relationship with GLH prior to your acceptance. You can obtain any previous version from GLH. If legally required, GLH will notify you in advance of when modified terms would take effect.

Assignment of Contract

GLH reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these terms, considering your legitimate interests. Provisions about changes to these terms will apply accordingly. You cannot assign or transfer your rights or obligations under these terms without GLH written permission.

Contact

All communications regarding the use of the GLH website must be sent using the Contact Us form provided in the GLH website.

Severability

Invalid or unenforceability of any provision of these terms under applicable law will not affect the validity of other provisions, which will remain in full force and effect.

US Users

Any invalid or unenforceable provision will be interpreted to the extent reasonably required to render it valid, enforceable, and consistent with its original intent. This document constitutes the entire agreement between you and GLH and supersedes all other communications, including but not limited to prior agreements concerning such subject matter and to the fullest extent permitted by law.

EU Users

If any provision of this document is void, invalid, or unenforceable, GLH and you both agree to do our combined best to find, in an amicable way, an agreement on valid and enforceable provisions. In case of failure to do so, void, invalid, or unenforceable provisions will be replaced by applicable statutory provisions. Regardless of the above, the nullity, invalidity, or impossibility of enforcing a particular provision of this document will not nullify the entire agreement, unless the severed provisions are essential for it, or of such importance that GLH and you would not have entered into the contract if GLH and you had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship for GLH or you.

Governing Law

These terms are governed by the law of the place where GLH is based, as outlined in the relevant section of this document, without regard to conflict of laws principles.

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Prevalence of National Law

However, regardless of the above, if the law of the country that you are based in provides for higher applicable consumer protection standards, such higher standards will prevail.

Venue of Jurisdiction

The jurisdiction over any controversy related to these terms lies with the courts of the place where GLH is based, as outlined in the relevant section of this document.

Exception for Consumers in Europe

However, regardless of the above, this does not apply if you qualify as a European consumer or if you are a consumer based in the United Kingdom, Switzerland, Norway, or Iceland.

UK Consumers

If you are a consumer based in England and Wales, you may bring legal proceedings related to these terms in the English and Welsh courts. If you are a consumer based in Scotland, you may bring legal proceedings in either the Scottish or the English courts. If you are a consumer based in Northern Ireland, you may bring legal proceedings in either the Northern Irish or the English courts.

US Users

GLH and you agree to waive any right to trial by jury in any court in connection with any action or litigation.

Any claims under these terms shall proceed individually and GLH and you agree not to join in a class action or other proceeding with or on behalf of others.

US Users

Surviving Provisions

The GLH agreement will continue in effect until terminated by either GLH or you. Upon termination, the provisions contained in this document that by their context are intended to survive termination or expiration will survive, including but not limited to the following:

- your grant of licenses under this document will survive indefinitely;
- your indemnification obligations will survive for a period of five years from the date of termination;
- the disclaimer of warranties and representations, and the stipulations under the section containing indemnity and limitation of liability provisions, will survive indefinitely.

DISPUTE RESOLUTION

Online Dispute Resolution for Consumers

The European Commission has set up an online platform for alternative dispute resolution, providing an out-of-court solution for resolving disputes arising from online sale and service contracts. Therefore, European consumers or consumers in Norway, Iceland, or Liechtenstein can use this platform to settle disputes arising from online contracts.

End of Terms and Conditions