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IF YOU DO NOT AGREE TO THE FOLLOWING TERMS, PLEASE DO NOT USE THE SITE

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We may revise these Terms and/or our Privacy Policy at any time without notice to you. If Terms are revised, we will post the new terms on the Site and note the date they were last updated. Any changes or modifications will be effective upon posting of the Terms as revised, and your use of the Site following the posting will constitute your acceptance of the Terms as revised. Please review these Terms on a regular basis.

WHITE FOREST NURSERY SERVICES

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You agree to defend, indemnify and hold White Forest Nursery and its affiliates harmless from any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from your use of the Site, Services or Content.

PRIVACY

White Forest Nursery considers protecting your personal data to be important, and has developed a Privacy Policy describing White Forest Nursery's personal data collection and use policies and practices, which is incorporated by reference as if set forth in its entirety herein. Please refer to our Privacy Policy for detailed information.

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emergency situation. We may investigate any reported violation of our policies or complaints and take any appropriate action we deem appropriate, including without limitation, issue a warning, suspend or terminate your access and use of the Site, Services and/or Content at any time.

CONSENT TO EMAIL COMMUNICATION

When you visit the Site or send an email to us, you are communicating with us electronically. You consent to receive communications from us electronically and agree that we may communicate with you by email or by posting notices on the Site.

APPLICABLE LAW

These Terms shall be governed by and construed in accordance with the laws of the State of California, without resort to its conflict of law principles. Regardless of where you access the Site, you agree that any action at law or in equity arising out of or relating to these Terms shall be filed and adjudicated only in the federal or state courts located in Bakersfield, California, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction and venue of such courts over any suit, action or proceedings arising out of these Terms.

GENERAL

These Terms and any other electronic documents, policies and guidelines incorporated herein will be: (i) deemed an "original" or "in writing" and to comply with all statutory, contractual, and other legal requirements for writing; (ii) legally enforceable as a signed writing as against the parties subject to the electronic documents; and (iii) deemed an "original" when printed from electronic records established and maintained in the ordinary course of business. Electronic documents introduced as evidence in any judicial, arbitration, mediation or proceeding will, if established and maintained in the ordinary course of business, be admissible to the same extent as business records in written form that are similarly established and maintained. If any portion of these Terms is found to be unlawful, invalid or unenforceable by a court of competent jurisdiction, that portion shall be deemed to be severed from the rest of these Terms and the remaining portions will be in effect, valid, and enforceable. No waiver, express or implied, by either party of any breach or default under these Terms will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.