

FloraVital Innovations LLC

Global Privacy Policy, Terms of Use, Commercial Terms & Comprehensive Legal Disclosures

Effective Date: February 25, 2026

1. Scope & Binding Effect

This Agreement governs access to and use of the FloraVital Innovations LLC website and all related digital platforms. By accessing the website, submitting information, engaging in promotional programs, interacting with sales representatives, or conducting transactions, users agree to be legally bound by these Terms.

2. Global Data Privacy Compliance

The Company endeavors to comply with applicable privacy laws including CCPA/CPRA, applicable U.S. federal standards, and other international data protection frameworks where applicable. Users may request access, correction, or deletion of personal information subject to verification and legal limitations.

3. Information Collection & Processing

We collect personal, commercial, and technical information including form submissions, CRM records, analytics data, device identifiers, IP addresses, marketing interaction data, and transactional history. Information is processed for contractual performance, compliance screening, fraud prevention, business analytics, and lawful marketing communications.

4. Advertising, Promotions & Digital Campaigns

The Company may engage in digital advertising, sponsored content, affiliate campaigns, co-branded promotions, and social media marketing. The Company disclaims liability for duplicated, altered, unauthorized, mirrored, or independently created advertising materials distributed by third parties, affiliates, resellers, contractors, or external platforms.

5. Independent Contractors & Sales Personnel

Independent sales representatives, affiliates, and contractors are not authorized to modify pricing, guarantees, warranties, regulatory representations, or contractual terms without written authorization executed by a duly authorized Company officer. The Company disclaims liability for unauthorized representations.

6. Regulatory, Export & Sanctions Compliance

Products are intended for lawful agricultural use only. Customers are responsible for compliance with all applicable laws. The Company reserves the right to refuse transactions that may implicate export control laws, OFAC sanctions, anti-corruption statutes (including FCPA), or other regulatory frameworks.

7. Payment Processing & Financial Risk

Payments may be processed through secure financial institutions including JPMorgan Chase Bank, N.A. The Company does not retain full payment credentials. Chargebacks or payment reversals inconsistent with contractual obligations may result in legal recovery efforts.

8. Limitation of Warranties

All products and website content are provided “as is” and “as available.” The Company disclaims all express or implied warranties, including merchantability, fitness for a particular purpose, and non-infringement, to the fullest extent permitted by law.

9. Limitation of Liability

To the maximum extent permitted by federal and state law, the Company shall not be liable for indirect, incidental, consequential, punitive, or special damages including lost profits, regulatory penalties, supply chain interruptions, or reputational harm.

10. Indemnification

Users agree to indemnify and hold harmless FloraVital Innovations LLC, its members, managers, officers, employees, affiliates, and agents from claims, liabilities, regulatory enforcement actions, damages, and attorneys' fees arising from misuse, unlawful activity, unauthorized advertising replication, or breach of this Agreement.

11. Force Majeure

The Company shall not be liable for delays or failures resulting from acts beyond reasonable control including natural disasters, supply chain disruptions, governmental actions, customs delays, pandemics, labor disputes, or transportation interruptions.

12. Intellectual Property

All trademarks, service marks, trade dress, product names, documentation, and proprietary content remain the exclusive property of FloraVital Innovations LLC. Unauthorized use is strictly prohibited.

13. Dispute Resolution & Arbitration

At the Company's election, disputes shall be resolved through binding arbitration under applicable federal arbitration statutes. Users waive the right to participate in class actions to the fullest extent permitted by law.

14. Governing Law & Venue

This Agreement shall be governed by the laws of the State of Oregon and applicable federal law of the United States. Venue for disputes shall lie exclusively in Oregon unless otherwise agreed in writing.

15. ESG & Sustainability Disclaimer

Sustainability or regenerative claims are based on internal data and agronomic practices. The Company does not guarantee environmental outcomes under all growing conditions.

16. Accessibility & Website Use

The Company strives to maintain accessibility in accordance with applicable standards but does not warrant uninterrupted or error-free website operation.

17. Modifications

The Company reserves the right to amend these Terms at any time. Continued use constitutes acceptance of revisions.

18. Contact Information

FloraVital Innovations LLC Email: info@floravitalinnovations.com Website:
www.floravitalinnovations.com
