

Pack Plover Terms and Conditions of Use

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4. Limitations

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5. Revisions and Errors

The materials appearing on Pack Plover's website could include technical, typographical, or photographic errors. Pack Plover does not warrant that any of the materials on its website are accurate, complete, or current. Pack Plover may make changes to the materials contained on its website at any time without notice. Pack Plover does not, however, make any commitment to update the materials.

6. Links

Pack Plover has not reviewed all of the sites linked to its Internet website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Pack Plover of the site. Use of any such linked website is at the user's own risk.

7. Site Terms of Use Modifications

Pack Plover may revise these terms of use for its website at any time without notice. By using this website, you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

8. Governing Law

Any claim relating to Pack Plover's website shall be governed by the laws of the State of Arizona without regard to its conflict of law provisions.

General Terms and Conditions applicable to Use of a Website.

9. Disclaimer of Warrantees

We provide the Services on an "As Is", "with all faults" and "As Available" basis, without any warranties of any kind. We specifically do not represent or warrant that the Services (or any part, feature or Content thereof) are complete, accurate, of any certain quality, reliable or secure in any way.

You acknowledge that there are risks in using the Services and/or connecting and/or dealing with any Third-Party Services through or in connection with the Services, and that Pack Plover cannot and does not guarantee any specific outcomes from such use and/or interactions, and you hereby assume all such risks, liabilities and/or harm of any kind arising in connection with and/or resulting from such interactions.

10. Limitation of Liabilities

To the fullest extent permitted by law in each applicable jurisdiction, Pack Plover, its officers, directors, shareholders, employees, affiliates and/or agents shall not be liable to you for any direct, indirect, incidental, special, punitive, exemplary or consequential damages whatsoever, including any damages resulting from:

- a. Errors, mistakes, or inaccuracies of or in any content
- b. Any personal injury or property damage related to your use of the Pack Plover Services
- c. Any unauthorized access to or use of our servers and/or any personal information and/or other information stored therein
- d. Any interruption or cessation of transmission to or from the Pack Plover Services; the use or display of any Content or User Content posted, emailed, transmitted, or otherwise made available via the Pack Plover Services
- e. Events beyond the reasonable control of Pack Plover, including any internet failures, equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, earthquakes, explosions, acts of God, war, terrorism, intergalactic struggles, governmental actions, orders of courts, agencies or tribunals or non-performance of third parties
- f. Loss of use, data, profits, goodwill, or other intangible losses, resulting from the use or the inability to use any or all Services

You acknowledge and agree that these limitations of liability are agreed allocations of risk constituting in part the consideration for Pack Plover's services to you, and such limitations will apply even if Pack Plover has been advised of the possibility of such liabilities.

11. Indemnity

You agree to defend, indemnify and hold harmless Pack Plover, its officers, directors, shareholders, employees, affiliates and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including attorneys' fees) arising from:

- a. Your violation of any term of these Terms of Use or any other Pack Plover Terms

- b. Your violation of any third party right, including any copyright, access rights, property, or privacy right, resulting from your User Platform or User Content and/or your use of the Services, including, without limitation, Services' actions for your benefit
- c. Any other type of claim that your User Platform and/or User Content caused damage to Pack Plover or a third party

12. Delivery (Additional Charges)

When ordering from Pack Plover, you agree to pay any Import Duty / Tax / VAT which may be imposed by your country's government. If you refuse to pay any Import Duty / Tax / VAT imposed and thereby prevent delivery of your order, you will remain liable for the purchase price of the product/s and any Import Duty / Tax / VAT or penalty imposed by your government.

Customs policies vary widely from country to country and customs duties are not always applied. Each country has its own rules for determining whether Import Duty / Tax / VAT will apply. Some countries only charge customs duties if the parcel has a value over a certain amount. Based on your country's customs rules, it is possible that your parcel will fall below that threshold level. Therefore, we ask that you contact your local customs/import/mail departments for rates before you place an order to avoid any surprises. We cannot guarantee that items will not be subject to random checks and cause associated delays and charges. Pack Plover LLC is not responsible for any delays caused by destination customs clearance processes.

13. Returns and Refunds

Due to the nature of our products, Pack Plover is unable to offer returns or refunds at this time. However, if there is a problem with your order, please do not hesitate to reach out to packplover@gmail.com. We will do our best to assist you!

14. Please Do Not Eat Our Products

We sell a variety of products, including items with small parts, plants, and seeds. Please keep our products away from children and pets. Do not eat our products.

15. Thank You!

Thank you for reading our Terms and Conditions of Use!