

Terms of Service

Introduction

Welcome to The Eco Fence! We're delighted to have you here. This website and its associated services are managed by The Eco Fence. In this document, "we", "us", and "our" refer to The Eco Fence.

By using our website or purchasing from us, you're engaging in our "Service" and agreeing to the following terms and conditions ("Terms of Service", "Terms"). These Terms apply to all visitors and users of our site, including browsers, vendors, customers, merchants, and content contributors.

Acceptance of Terms

Please review these Terms of Service carefully before using our website. By accessing or using any part of our site, you're agreeing to these Terms. If you don't accept all the terms and conditions of this agreement, you're not authorized to access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms.

Updates to Terms

We may add new features or tools to the current store, and these will 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 by posting updates and/or changes to our website. Please 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.

Our Platform

Our store is hosted on Wix Ltd. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

Section 1 - Online Store Terms

By agreeing to these Terms, you confirm that you're at least the age of maturity in your state or province of residence, or that you're the age of majority and have given us your consent to allow any of your minor dependents to use this site.

You must not use our products for any illegal or unauthorized purpose, nor may you violate any laws in your jurisdiction (including copyright laws). You must not transmit any worms, 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 transmissions over various networks and 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 our express written permission.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Section 3 - Information Accuracy, Completeness, and Timeliness

While we strive to provide accurate, complete, and current information, we can't guarantee that all information on this site will meet these standards. The material on this site is for general information and should not be the sole basis for making decisions. We encourage you to consult more accurate, complete, or timely sources of information. Your reliance on any material on this site is at your own risk.

This site may contain historical information, which is provided for reference only and may not be current. We reserve the right to modify the contents of this site at any time, but we are not obligated to update any information on our site. It is your responsibility to monitor changes to our site.

Section 4 - Changes to the Service and Pricing

Please note that our product prices are subject to change without notice. We also reserve the right to modify or discontinue the Service (or any part or content thereof) without notice at any time. We are not liable to you or any third-party for any modification, price change, suspension, or discontinuance of the Service.

Section 5 - Products or Services

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display the colors and images of our products that appear at the store as accurately as possible. However, we can't 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 products or 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 products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product at any time. Any offer for any product or 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 - Billing and Account Information Accuracy

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities 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 email 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 store. 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.

For more detail, please review our Returns Policy.

Section 7 - Optional Tools

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

Section 8 - Third-Party Links

Our Service may include materials from third-parties or links to third-party websites. We are not responsible for examining or evaluating the content or accuracy of these materials or websites. 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 the third-party's policies and practices carefully 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 you send certain specific submissions (for example contest entries) or 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 under no obligation to maintain any comments in confidence, pay compensation for any comments, or 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 email 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. To view our Privacy Policy, please click on the link provided.

Section 11 - Rectification of Errors, Inaccuracies, and Omissions

From time to time, our site or services may contain typographical errors, inaccuracies, or omissions related to product descriptions, pricing, promotions, offers, shipping charges, transit times, and availability. We reserve the right to correct any such errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information in the service or on any associated website is inaccurate, at any time without prior notice (including after you have submitted your order).

We are under 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 updated or modified.

Section 12 - Restricted Activities

In addition to other restrictions outlined in the Terms of Service, you are prohibited from using the site or its content for the following activities:

- (a) Any unlawful purpose.
- (b) Soliciting others to perform or participate in unlawful acts.
- (c) Violating any international, federal, provincial, or state regulations, rules, laws, or local ordinances.
- (d) Infringing upon or violating our intellectual property rights or the intellectual property rights of others.
- (e) Harassing, abusing, insulting, harming, defaming, slandering, disparaging, intimidating, or discriminating based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability.
- (f) Submitting false or misleading information.
- (g) Uploading or transmitting viruses or any other type of malicious code that may affect the functionality or operation of the service, any related website, other websites, or the internet.
- (h) Collecting or tracking personal information of others.
- (i) Spamming, phishing, pharm., pretexting, spidering, crawling, or scraping.
- (j) Any obscene or immoral purpose.
- (k) Interfering with or circumventing the security features of the service, 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 these prohibited activities.

Section 13 - Warranty Disclaimer and Limitation of Liability

We cannot assure or guarantee that your use of our service will be uninterrupted, timely, secure, or free from errors. We do not make any warranties about the accuracy or reliability of the results that may be obtained from using the service.

Please note that we may suspend the service for indefinite periods or cancel the service at any time, without prior notice to you. You acknowledge and agree that your use of, or inability to use, the service is solely at your risk. The service, along with all products and services delivered through it, are provided 'as is' and 'as available' for your use, without any express or implied warranties or conditions.

In no event shall The Eco Fence, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors be held liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind. This includes, 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. This applies to your use 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.

Section 14 - Indemnification

You agree to indemnify, defend, and hold harmless The Eco Fence and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees 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 your violation of any law or the rights of a third-party.

Section 15 - Severability

If any provision of these Terms of Service is found to be unlawful, void, or unenforceable, such provision will still be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion will be deemed to be severed from these Terms of Service. This determination will 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 will 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 you fail to comply with any term or provision of these Terms of Service, we 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.

Section 17 - Entire Agreement

The failure on our part to exercise or enforce any right or provision of these Terms of Service does not constitute a waiver of such right or provision. These Terms of Service, along with any policies or operating rules posted by us on this site or in respect to the Service, constitute the entire agreement and understanding between you and us. They 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 party who drafted them.

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 the United States of America.

Section 19 - Changes to 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, 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

For any questions about the Terms of Service, please contact us at the provided contact information.