

TERMS OF SERVICE

Terms of Service

Please read these Terms of Service and Conditions of Use carefully before using this site.

BY USING THE SITE, YOU ACCEPT AND AGREE TO THESE TERMS AND CONDITIONS AS APPLIED TO YOUR USE OF THE SITE. If you do not agree to these Terms and Conditions, you may not access or otherwise use the Site.

If you Pay via PAYPAL, Please be sure to read [PAYPAL's e-sign POLICY](#)

OrganicalBotanicals.com may make certain forums available on the Site that allows Registered Users the opportunity to participate in moderated discussions and to post Reviews, and/or information on bulletin boards (collectively, "Forums"). Registered Users who participate in these Remarks are solely responsible for the information and other content they post on and through these Reviews and should be aware that when they voluntarily disclose personal information (e.g., name, e-mail address, telephone number) on or through these Reviews, that such information is generally accessible to and may be collected and used by other Registered Users, as well as Visitors, and may result in unsolicited online and offline messages from such viewers. Registered Users are encouraged to exercise discretion when providing personal information about themselves in and through Forums.

Order Delivery:

- **Domestic** (USA): A majority of our items are Seeds, which don't weigh

all too much. This explains why we offer FREE Shipping on all Orders over \$50 dollars. We're Farmers. Not Postal workers. Things work at a slower pace around here during the off-season, at which time we ship all our Orders once every week or two. For best Selection & Prices, Order in January. March is when Peak Season begins, at which point, we try to ship every 3 to 5 business days. Tracking Provided for every Order.

- **International**: We ship everywhere, except Australia, and a few of the other Islands,
- We are located in the States, but Shipping & Handling Organic Matter to cross any Borders becomes quite the effort on our part (filling out Declarations, etc) due to U.S. Customs and the USDA's Import Laws & Restrictions towards Invasive Species, and Infectious Diseases.
 - All International Import Laws require that the **Customer** (*aka: Importer*) **be aware of their own Country's Import Laws**, as we cannot be responsible for knowing EVERY Country's Laws around the world.
 - ALL Seeds shipped overseas are labeled as "Botanical Research Specimens for Research & Educational Purposes ONLY – NOT for sowing".
 - All of the above, is taken into consideration when setting our prices and allotted time for *Shipping & Handling* across borders. (Hence the word "*Handling*"). Depending on your order, shipping is **usually between \$3.79 and \$6.99 on most international orders with a Maximum of \$10.00**, and all shipments are Trackable (except for those Countries that the USPS does not offer Tracking) and are guaranteed to arrive or we will refund or reship. We usually ship orders as soon as possible. We're Farmers, not postal workers. So please be patient. It may take a couple weeks to arrive, depending on what Country. **If you file a Dispute with Paypal, please be aware that you will only slow this process down more.**

Although the actual Postage Fees from the USPS may be much less than what we charge, it is understood that the majority of our Fees are applied to the **“Handling”** of the each Order. Which we reserve the Right to charge whatever we feel is reasonable to compensate our employees for the additional time it takes to prepare International Orders.

REFUND POLICY:

- **DOMESTIC**: On most items (excluding Bulk Orders over \$100), we will always gladly issue a refund, or issue Store Credit if you are unsatisfied with the product you receive. Simply send back the unused Portion for a Prorated Refund, or for Store Credit (add 10%). Since 99% of our Orders are under 1 Ounce, we ask that the Customer cover the return Shipping Costs, which will be reimbursed with the refund. Unfortunately, we cannot accept returns on Poppy Seeds (over \$100), to avoid Abuse and Product Tampering.

- **International**: As stated by the US Postal Service and Customs Agency, it is the responsibility of the “Importer” to know and understand their own Country’s Import Laws before Ordering something from Overseas. Therefore, we cannot be responsible for Packages that are Intercepted by Customs. On the other hand, we have a Success Rate of Delivered Packages Overseas of over 90%. That is because we take all precautions to make sure your Package will Pass inspections. Such as Properly Filling out Customs Forms, to purchasing Phytosanitary Certificates (at no extra Cost to our Customers)

- **BULK ORDERS**: Generally, we don’t accept Refunds or Exchanges of Bulk Orders (KILOs) since the Shipping Charges alone (3 ways), usually would not be worth the Contents of the Package.
If item was never received, we will re-Ship.

User's are urged to Communicate with **OrganicalBotanicals.com** to resolve any disputes, dissatisfactions, or refund requests they may have, and only file such disputes with Paypal, Amazon, (or whichever 3rd party Payment Processor was used to process payment), as a Very Last Resort. Which is actually their (the Payment Processor's) Policy, not just our preference, and it will only slow the resolution process down.

For the Security and Safety of our Customer's Data, we only use Reputable, and Trusted 3rd Party Payment Processors for all Transactions. Therefore, if the User does not agree with our decision, they must contact the Payment Processor they utilized upon Checkout.

This mainly has to do with the fact that **OrganicalBotanicals.com** does not Store, Log, or Process ANY Sensitive Information entered by the *User during Checkout; including, but not Limited to; Payments, Passwords, Transactions, Financial Information and/or Records, from/or not from, their Institutions of any kind.

We do not act as a Payment Processor, nor do we use Merchant Accounts or Services of our own.

Ultimately, all requests for refunds must be requested at and directed towards whichever 3rd Party Payment Processor the *User chose to Pay with upon Checkout. In which case, *User must abide by, and/or follow all or any Terms, Policies, and Resolution Processes in accordance with *User's Chosen Payment Processor.

Although the Individual(s) who own and run **OrganicalBotanicals.com** are Licensed in the State of Washington to Legally Operate a Business, **OrganicalBotanicals.com** is not BBB Accredited, nor is it required to be by law.

*=aka: *Customer, *Buyer, *Payor, *Spender

Internet Access

You acknowledge and agree that in connection with your use of the Site you must: (a) provide for your own access to the World Wide Web and pay any service fees associated with such access, and (b) provide

all equipment necessary for you to make such access and connection to the World Wide Web, including a computer, software, a modem and a means of connecting to or accessing the Internet.

OrganicalBotanicals.com shall not be responsible for any malfunctions, errors, crashes or other adverse events that may occur from your use of the Site.

Proprietary Rights

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User Information

In the course of your use of the Site, you may be asked to provide certain information about yourself to us (“User Information”). **OrganicalBotanicals.com** information collection and use policies with respect to such User Information are set forth in the [Site Privacy Policy](#). **We ALWAYS protect and respects the privacy of our Users,, and we NEVER Sell, Trade, or Release your information to ANY 3rd Party for ANY reason WHATSOEVER!!** You acknowledge and agree that you are solely responsible for the accuracy and content of the User Information.

Unsolicited Materials

Unless specifically requested, **OrganicalBotanicals.com** does not solicit nor does it wish to receive any confidential, secret or proprietary information or other material from you through the Site, any of its services, by e-mail, or in any other way.

User Conduct

You warrant and agree that, while using the Site, you shall not:

- Upload post or transmit to or distribute or otherwise publish through the Site any material that violates any provision of these Terms and Conditions;
- Restrict or inhibit any other User from using and enjoying the Site;
- Constitute or encourage conduct that would constitute a criminal offense or give rise to civil liability;
- Impersonate, or misrepresent your affiliation with any other person or entity;
- Upload, post, publish, transmit, reproduce, distribute or in any way

exploit any information or other material obtained through the Site for commercial purposes (other than as expressly permitted by the provider of such information or other material); • Engage in spamming or flooding; or

- Attempt to gain unauthorized access to other computer systems through the Site.

Except as otherwise expressly permitted herein, you may not upload, post, publish, reproduce, transmit or distribute in any way any component of the Site itself or derivative works with respect thereto, as the Site is copyrighted as a collective work under U.S. copyright laws.

From time to time, you may come across Items listed on **OrganicalBotanicals.com** that have alleged to have been used by Ancient Cultures, Tribes, and/or Religions as means to Heal the Spirit, Alter the Mind, Connect, Re-Connect, or otherwise Dis-connect to/from alternate Physiological States. These items may or may not have the same alleged Potential uses today, in which case **OrganicalBotanicals.com** does NOT condone.

Any User who Mentions, Comments, or Inquires about illicit use of ANY of our Products in the slightest, will receive **ONE WARNING** before being BLACKLISTED from **OrganicalBotanicals.com** indefinitely.

Disclaimer of Warranties

THE SITE, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, FUNCTIONS AND MATERIALS THEREON, IS PROVIDED "AS IS," WITHOUT WARRANTIED RESULTS OF ANY KIND, EITHER EXPRESS OR IMPLIED. **OrganicalBotanicals.com** DOES NOT WARRANT THE EXACT RESULTS DISPLAYED IN THE PRODUCTS PHOTOS OR VIDEOS WILL BE THAT OF THE PURCHASER.

OrganicalBotanicals.com MAKES NO WARRANTY THAT THE PURCHASER WILL EXPERIENCE THE EXACT RESULTS DEPICTED IN THE IMAGES AND DESCRIPTIONS PROVIDED ON THIS SITE. ALL IMAGES PROVIDED ON **OrganicalBotanicals.com** SHOW THE

RESULTS WE HAVE ACHIEVED AS PROFESSIONAL GROWERS AND FARMERS. USERS ARE EXPECTED TO HAVE PREVIOUS KNOWLEDGE AND/OR EXPERIENCE WITH THE ITEMS THEY SEEK TO PURCHASE. SINCE WE DEAL WITH ORGANIC, NATURAL PRODUCTS, THE RESULTS THAT USERS EXPERIENCE MAY VARY DEPENDING ON LOCATION, SEASON, WEATHER, TEMPERATURE, ATMOSPHERIC PRESSURE, ALTITUDE, USER'S GARDENING EXPERIENCE, BIRDS, SLUGS, FLOODS, TORNADOS, DROUGHTS, AND ALMOST ALL OTHER ACTS OF GOD, WILL ULTIMATELY EFFECT THE OUTCOME EXPERIENCED BY EACH USER.

THEREFORE, ALTHOUGH **WE DO GUARANTEE THAT YOU WILL RECEIVE WHAT IS DEPICTED & DESCRIBED WITHIN EACH LISTING'S** DESCRIPTIONS, AND **THE SEEDS WE SELL DO COME FROM THE PLANTS/SPECIMENS SHOWN IN OUR PHOTOS**, WE CANNOT BE HELD RESPONSIBLE FOR THE OUTCOME OF USER'S RESULTS, BUT WILL ALWAYS MAKE AN EFFORT TO ACCOMMODATE OUR CUSTOMERS WITHIN REASONABLE MEANS.

WE MAKE EVERY EFFORT TO MAKE SURE YOUR ORDER ARRIVES EXACTLY AS DESCRIBED, BUT WE CANNOT HOLD OURSELVES ABOVE GOD, OR MOTHER NATURE. THEREFORE, WE ALWAYS MAKE SURE TO DELIVER A HIGHER QUANTITY PER ITEM/PER LISTING, THAN THE AMOUNT SPECIFIED IN EACH ITEM/ LISTING. *(i.e.: If Buyer orders a Pack of x300 Seeds, we actually ship them 400+ to make up for any variables that may cause user dissatisfaction such as: Accidental Cross pollination, Incorrect label, Small Leak in Paper Storage Bags, or a couple Stray seeds that may escape during harvesting, processing, and Storage, which, in rare cases, may accidentally end up in the wrong seed pack during the packaging process, but only in trace amounts.)*

The information herein provided throughout this website on various natural botanical products and alternative health remedies is for general information only, and provided to the best of our knowledge. The information on products we provide are not intended to diagnose, treat, remedy, or cure any illnesses, ailments, or health conditions- as they have not been Approved by the FDA. **OrganicalBotanicals.com,**

its employees, and Affiliates cannot be held liable for the improper, illicit, or prohibited applications of the Products, including, but not limited to, all Information provided within Product Descriptions **OrganicalBotanicals.com**.

Links to Other Sites

You acknowledge and agree that we have no responsibility for the accuracy or availability of information provided by Web sites to which you may link from the Site (“Linked Sites”). Links to Linked Sites are provided as a convenience to you, and do not constitute an endorsement by or association with **OrganicalBotanicals.com** of such sites or the content, products, advertising or other materials presented on such sites. **OrganicalBotanicals.com** does not author, edit, or monitor these Linked Sites. You acknowledge and agree that **OrganicalBotanicals.com** is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on such Linked Sites.

Coupons, Promos, Discounts

In order to prevent fraud and/or abuse of our [Promos and Discounts Coupons](#), we may ask that you provide [Proof of your Participation](#) either via Public Profile, or Social Share URL. We have the right to use our OWN discrepancy to determine whether or not to issue a Coupon, even if user has followed all instructions of such Promotion. 90% of the time, users are honest and they will receive a Coupon. But there are also people who feel entitled to a Discount- and will share our Promo on a “Junk” Account with Ghost Followers, etc. What they don’t realize is that we have worked in the SEO & Social Media Profession for Several Years and can tell the difference between a Genuine Account, and ones that are newly created just for the sake of our Promotion, or ones used for AddmeFast Spam.

This is why we provide **Multiple Social Networks** for you to share to. So in case one might not have a **Twitter™** account (or an established

account on one of the provided Networks), surely they will have an Established on one of the others such as **Facebook™**, **Pinterest™**, or **Google+™**

To ensure your Account will Qualify for a Coupon, just use common sense and try to view it from our Perspective. Will it be worth it for us to sacrifice 20%-40% of our Gross Income, in order for you to send a Tweet to your SEVEN Twitter Followers who all have “egg” Avatars and no Profiles? **Probably not.**

Limitations:

Most ‘Promo’ Coupons will come with Partial Limitations. Again, this is to Protect against Fraud and Abuse, and are based on reasonable practicality. If you don’t agree with these, you need not Participate. As much as we like to satisfy our Clients, we need to set some Maximum Limits otherwise, we’ll go Bankrupt!

For example, if someone shares a Facebook Post, and buys a \$600 dollar Item, we simply can’t afford to pay \$120.00 Dollars for a Single Facebook Post (especially when anyone can [get HUNDREDS of Social Media Promotions for just \\$1 Dollar EACH](#) at places such as: [aDollarSEO](#))

Unless otherwise specified or previously agreed upon, most **20% Off Coupon Codes** are good for any **SINGLE ITEM** Listed in our Store (\$78.99 Max).

All **Coupons ABOVE 10%**, will usually be Limited to **Single Item POPPY SEED Orders ONLY!** With a **MINIMUM SPEND** of: \$25.00, and a **MAX. SPEND** of: \$78.99 (amounts may vary by + or – %5)

For most “**REVIEWS**”, the Discount is usually *Restricted/Applied* to the Category and/or ‘**Subject Matter**’ of the Product(s) originally Reviewed. (i.e.: *If someone writes a review about “**Izmir Afghan Poppy Seeds**”, the Discount can be applied to “**Izmir Afghan Poppy Seeds**”*)

If a Review covers a broad Range of Categories, or is simply a ‘Generic’ review of the Store, the Default Category will always be “**Poppy Seeds**”

Coupons, Promos & Discounts DISCLAIMER:

OrganicalBotanicals.com RESERVES THE RIGHT TO REFUSE THE USE AND VALIDITY OF ANY COUPON, PROMO, DISCOUNT, PRICE REDUCTION, SPECIAL REQUEST, PROCESSED, OR UN-PROCESSED ORDER(S), OR ANY COMBINATION OF THE AFOREMENTIONED AT ANY TIME, FOR ANY REASON THEY DEEM NECESSARY.

Miscellaneous

The Terms and Conditions and the relationship between you and **OrganicalBotanicals.com** shall be governed by the laws of the State of California, without regard to its conflict of law provisions. You and **OrganicalBotanicals.com** agree that any cause of action that may arise under this Agreement shall be commenced and be heard in the appropriate court in the State of California, County of Los Angeles. You and **OrganicalBotanicals.com** each agree to submit to the personal and exclusive jurisdiction of the courts located within Los Angeles County in the State of California the failure of **OrganicalBotanicals.com** to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and Conditions remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Modifications to the Site and the Services

We may change these Terms and Conditions from time to time and at any time without notice to you, by posting such changes on the Site. We

reserve the right, for any reason, in our sole discretion, to terminate, change, suspend or discontinue any aspect of the Site, including, but not limited to, content, features or hours of availability. By using the Site following any modifications to the Terms and Conditions, you agree to be bound by any such modifications to the Terms and Conditions. We may also impose limits on certain features of the Site or restrict your access to part or the entire Site without notice or penalty