

Cactus Hill Farm Privacy Policy

We take your privacy seriously and want Your experience with <https://www.cactushillfarm.com/> to be both satisfying and safe. In this Policy, the site is referred to as the “Site” and the “Service,” which are provided by “Us,” “Our,” and “We,” to which You subscribe upon Your agreeing to the Terms of Service and End User License Agreement. This Policy sets forth the steps We take to accomplish this result, and We urge You to read it carefully. This Policy extends to Our SMS messaging opt-in program and tools you may access through the Site or otherwise.

1. What this Policy Covers. In order for Us to properly and efficiently provide Our products and services to You, it may be necessary from time to time for Us to collect information about You or the equipment or methods You use to visit the Site, or while visiting the site. Although We need this information to better serve You, We understand Your concerns about how this information is used. Accordingly, this Policy explains how We use, and more importantly will NOT use, any personally identifiable information We collect when You visit or utilize the Site and/or opt-in to our SMS messaging program. This Policy also covers Our treatment of any personally identifiable information that Our business partners share with Us or that We may collect on or from a business partner’s site.
2. What this Policy Does Not Cover. This Policy does not apply to the practices of companies We do not own or control or to people We do not employ or manage. This Policy only addresses the use and disclosure of information We collect from You. To the extent that You disclose any of Your information to any other person or entity, different rules may apply to their use or disclosure of the information You disclose to them. It is important that You understand that We may not, and probably do not, control any Website which You may visit through a “link” from the Site, and such other Websites may have their own privacy policies that may differ substantially from ours. Also, any third party advertisers who advertise on the Site or through the Site may also adhere to their own privacy policies, which may also be different from ours. When visiting advertisers or any other Website or business You reach by “clicking” on a link on the Site, You are subject to the privacy policies of that third party. We encourage You to ask questions before You disclose Your personal information to others. Unless otherwise notified, We will not collect personal health information from You.
3. Information Collection and Usage by Us. Our primary goal in collecting personal information is to provide You with a smooth, efficient, and customized experience throughout Our business. via the Site or the SMS messaging opt-in program. We use information collected for the purpose of completing transactions, delivering products, and addressing customer service issues. Your data (such as contact information and credit card information) collected will not be shared with or sold to any partners or other businesses.
 1. Some of the information you provide to Facebook, Instagram, or Google is intended for public consumption and use, specifically reviews, photos, and comments on social media posts that You post publicly. You hereby agree to

permit us to disclose copy, reproduce, adapt, modify, and create derivative works from the information You provide, without compensation to you. See “Project Collaboration” below. This does not apply to private messages sent through social media platforms.

2. You may create a ‘public account,’ such as on social media, in which case the information about Your project can be shared on, and accessed for public viewing, subject to the terms of this Policy. If You create a public account and later convert it to ‘private’ status, all the information You shared prior to the conversion will remain in the public domain and on social media sites. PLEASE NOTE that any information or content You actively share on public and social media sites is at Your own risk, and is outside the scope of this Policy and Our control.
3. We use information in the file We maintain about You, and from SMS messaging opt-in program conversations, to improve Your customer experience, resolve disputes, troubleshoot problems, or enforce Our Terms of Service and End User License Agreement (“TOS”).
4. Disclosure of Your Personal Information. We only disclose personally identifiable information about You to other companies or people when: (i) You give Us Your consent to share the information (in this case it will only be for marketing purposes and only with Your expressed permission); (ii) if We are required to do so by applicable law as described more fully below; or (v) when We determine You have violated the TOS.
 1. It is Our policy to cooperate with all law enforcement inquiries, as Well as other third parties to enforce laws, such as: intellectual property rights, fraud and other rights. We may disclose (and You authorize Us to disclose) any information about You to law enforcement in response to subpoenas or court orders, or other government officials or agencies as We, in Our sole discretion, believe necessary or appropriate, in connection with an investigation of fraud, intellectual property infringements, or other activity that is a violation or potential violation of law or may expose Us or You to legal liability.
 2. All the above categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.
5. Spam. We do not condone “spam” or unsolicited junk e-mail. We are not responsible for this unfortunate activity, and cannot stop it from occurring when it originates from outside the Site. We will take reasonable action against any person who uses Our email products as the launching pad for spam.
6. Change of Privacy Policy. We reserve the right to change this Policy from time to time. If We make any changes to this Policy, We will post those changes here so that You will always know what information We gather, how We might use that information and whether We will disclose it to anyone. In addition, We may communicate to You through email on the use of the Site, Your account and other matters.
7. SMS Opt-In; Communication. Opting into the SMS messaging program constitutes acceptance of this Policy as it is now written and as it may be modified from time to time and appears on the Site. You specifically agree to check back on the Site from time to time to ensure that You are familiar with this Policy as it may exist from time to time, but

also agree that You are bound by such Policy as the same may exist on these pages, whether or not You have actually viewed them in their then-current form. We and You may communicate through email, text messages, social media sites, and other electronic communication formats. Your use of such communication formats constitutes Your consent to Our use of them to communicate with You. You may withdraw Your consent by giving notice to us through the relevant communication format, such as replying to STOP to SMS messages or by directly messaging Us by phone, email, or mail.

8. Specific Provisions Relating to “Project Collaboration” and the Site. You may voluntarily submit to Us, via the SMS opt-in program or social media platforms, photos of, or information about, a purchase conducted by You (“Project Information”). You agree that the Information You submit may be used by Us, and may be published and used on the Site and in all other mediums, and may be used by the Site’s partners and affiliated companies. The Information will be stored on the Site, and may be made available to You and others You select as a convenience to You. You acknowledge and agree that We have no obligation to post, display, or otherwise make publicly available any Project Information submitted by You, and may, in Our sole discretion (and for no reason), remove, edit, modify, or delete any Information, or portions thereof, that You submit. By submitting Project Information to the Site, You hereby grant Us an irrevocable, non-exclusive, and royalty-free right to use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish, and otherwise make use of the Project Information in any and all media, whether now known or hereinafter created, throughout the world and for any lawful purpose (“License”); the License shall be for 75 years following Your submission. The rights granted by You to Us include, but are not limited to, the right to resize, crop, censor, compress, edit, feature, caption, affix logos to, and otherwise alter and make use of the Project Information. By voluntarily submitting Project Information, You represent that the Project Information does not, and shall not, infringe on any copyright, trademark, or other intellectual property rights, or any rights of privacy or publicity, of any person or entity, or any other right of any third party, and that You have the right to grant any and all rights and licenses to Us in connection with the Project Information. You hereby agree, at your expense, to hold harmless, indemnify, and defend Us, our affiliated companies and the entities they manage, and their officers, directors, employees, and agents from all claims for infringement of intellectual property and privacy rights of any kind, including claims by other parties. You understand and intend that Project Information submitted by You may be available for viewing, rating, review, and comment on by the public, and understand that comments or ratings with which You disagree or are unhappy about may be published or otherwise become associated with Project Information You submit.

1. We may enable You to post ratings or reviews of vendors, service providers, and their products or services on social media, such as Facebook or Google reviews. You may not post Reviews about a vendor, service provider, or any of their products or services if you are: (i) an employee, contractor, officer, or director of the vendor or service provider; or (ii) an employee, contractor, officer, or director of a competitor of the vendor or service provider unless you expressly disclose such status in your Review. By posting a Review, you agree that it is: (i) based

on your first-hand experience with the vendor, service provider, product, or service that is the subject of the Review; (ii) accurate, truthful, and complete; and (iii) it is made in good faith and not for the purpose of extracting compensation or consideration from the vendor or service provider. We reserve the right to hide or delete Reviews under the provisions of this Policy and the TOS.

Site Owner:

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