

Indiana Grown Terms of Service

Effective March 16, 2021

Indiana Grown terms of service clarify membership rules and procedures as well as outline processes related to membership status.

- Compliance with all local and state food safety requirements, laws, regulations and rules is a requirement of membership. Indiana Grown staff reserves the right to revoke logo use or membership for failing to follow this requirement. Please contact Indiana Grown staff for current food safety rules and regulations. Additional food safety information can be found on the [Indiana State Department of Health Food Protection](#) page.
- Membership obtained on the basis of incorrect or fraudulent evidence may be suspended or terminated at any subsequent time by the Indiana Grown staff. The following events shall constitute grounds for suspension or termination of membership in the Indiana Grown program:
 - **Member Conduct**
 - The Indiana State Department of Agriculture (ISDA) expects Indiana Grown members to conduct themselves with integrity, and to respect our staff, other members, our program, and the program's reputation. Compliance with all laws, regulations, and rules is a requirement of membership. Harassment, abuse, discrimination or other conduct by a member, in any form or forum, or by the employees or representatives of a member which is detrimental to Indiana Grown or is a misrepresentation of the brand and/or logo could lead to permanent dismissal from the program, with no opportunity for reinstatement.
 - **Prohibited Behavior**
 - You are prohibited from using Indiana Grown website and social media marketing platforms in any way to do any of the following:
 - restrict or inhibit any other user from using and enjoying Indiana Grown membership;
 - post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane, or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law;
 - post or transmit comments containing harassing or offensive language, including, but not limited to, sexual references, sexual nicknames, racial slurs or rude or deliberately offensive comments or engage in disruptive activities online, including excessive use of scripts, sound waves, scrolling (repeating the same message over and over), or use viruses, bots, worms, or trojan horses;
 - access another person's or entity's materials, information, or files without the permission of that person or entity;
 - post or transmit any information, software or other material which violates or infringes the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark, or other proprietary right without first obtaining permission from the owner or right holder;
 - post or transmit any information, software, or other material which contains a virus or other harmful component;
 - post or transmit content that encourages or provides instructional activities about illegal activities, such as hacking;
 - post, transmit, or in any way exploit any information, software, or other material for advertising or commercial purposes;

- solicit other users to join, become members of, or contribute money to any online service or other organization, advocate or attempt to get users to join in legal or illegal schemes or plan or participate in scams involving other users;
 - impersonate any person or entity or falsely state or otherwise misrepresent your professional or other affiliation with any person or entity; and/or,
 - use Indiana Grown membership to collect personally identifying information about users of the Indiana Grown website and social media marketing platforms or perform any activities that the Indiana State Department of Agriculture and/or the Indiana Grown program determines (in its sole discretion) may be harmful to the Indiana State Department of Agriculture, the Indiana Grown program, the Indiana Grown website and social media marketing platforms, or other users of the Indiana Grown website and social media marketing platforms.
- **Product Eligibility/Logo Use**
 - Membership will be suspended or terminated if a member's product(s) are no longer deemed eligible under Indiana Grown guidelines. If a formerly eligible product becomes ineligible, a ninety (90) day grace period will be given to the respective member to once again make the product eligible to hold the Indiana Grown logo if the member chooses to do so. If the product is not made eligible within this ninety (90) day period, the product and/or member will be suspended or terminated until said product once again meets eligibility requirements.
 - All logo use must be approved by the Indiana Grown Director on an item-by-item basis. Products submitted for logo approval may not have suggestive language, adult images or graphic marketing. Indiana Grown does not allow membership or logo use for smokable items such as tobacco, smokable hemp or smokable hemp flower in their membership. Indiana Grown will approve via email or direct interaction with the member. Member must request approval via email or by direct contact within 15 business days of intended logo use. This is retroactive to our July 7, 2015 launch.
 - The Indiana Grown logo does not certify any level of food safety in the State of Indiana. The Indiana Grown logo only certifies that the farmer, producer or partner is an Indiana Grown member. Indiana Grown holds no liability for products, goods or services provided by the Indiana Grown member. Indiana Grown holds no regulatory authority in the State of Indiana.
 - **Exhibiting a no call/no show and non-responsive pattern**
 - Failing to maintain contact and participate as an active member by no longer replying to communications/requests from the Indiana Grown staff or not appearing at events/opportunities where registered will result in membership suspension or termination, as deemed appropriate by the Indiana Grown Director. Indiana Grown staff will contact a member separately by email, phone and mail, each attempt followed with a thirty (30) day window of response time. After such time, if there is no response from the member, they will be subject to suspension or termination at the discretion of the Indiana Grown Director. Similarly, if a member displays no call/no show behavior at three (3) distinct events where they had registered, membership will also be subject to suspension or termination.
 - **Resignation**
 - Voluntary resignation by a member will be accepted forthwith and should be forwarded to the Indiana Grown Director.
 - **Death of a member**
 - Notice of the death of a member should be forwarded to the Indiana Grown Director.
- **Process for Removal or Reinstatement of Members**
 - Requests for Removal/Reinstatement, pursuant to the parameters of eligibility, must be submitted in writing to the Indiana Grown Director and such requests will be reviewed to determine further action.

- Membership status will be temporarily suspended during the review process and members may not participate in events during the review period.
 - Products that were previously deemed ineligible but now meet qualifications are eligible for reinstatement into the Indiana Grown program. If a member's entire membership was deemed ineligible and previously terminated, a new Indiana Grown application and review process must be completed. If only a single member product within an overall membership was deemed ineligible and is now eligible, proof of changes to the product at issue will be required to once again resume Indiana Grown logo usage. Such logo usage is defined by the Indiana Grown logo use guidelines to which all members agree as part of the Indiana Grown membership application.
 - If membership is revoked, all products that previously qualified are no longer eligible to carry the Indiana Grown logo and the revoked member must ensure that the logo is no longer being used in future production/promotion of the member's product(s). Former member participation in Indiana Grown member events and access to the Indiana Grown website member portal will be removed. Former members must surrender any Indiana Grown Marketing Materials (stickers, signs) at the time of membership termination.
- **Membership Renewal**
 - From time to time, members and/or their product(s) may be re-examined by the Indiana Grown staff to ensure compliance and while under such scrutiny the members and/or their product(s) could be terminated from the program upon the finding of non-compliance.