**PestCo Terms of Use**

**Effective Date: [1/10/2023]**

PLEASE READ THIS TERMS OF USE AGREEMENT (THE “**TERMS**”) CAREFULLY. THIS WEBSITE AND ANY OTHER WEBSITES OF PestCo Holdings, LLC, ITS AFFILIATES, SUBSIDARIES OR AGENTS (“**COMPANY**,” “**US**,” “**OUR**,” AND “**WE**”) ON WHICH A LINK TO THE TERMS APPEAR (COLLECTIVELY, THE “**SITE**”) AND THE INFORMATION ON IT ARE CONTROLLED BY COMPANY. THESE TERMS GOVERN: (A) YOUR USE OF THE SITE, (B) YOUR PURCHASE OR USE OF ANY SERVICES OR PRODUCTS PROVIDED BY US, AND (C) ANY INFORMATION AND CONTENT, AVAILABLE OR ENABLED VIA THE SITE (COLLECTIVELY, THE “**SERVICES**”). We reserve the right to update and modify these Terms at any time without prior notice to you. Any modifications to these Terms will be effective immediately upon posting of the updated Terms on the Site. Your continued use of this Site following a notice of updated Terms constitutes your acceptance to be bound by any changes.

**PLEASE READ THESE TERMS CAREFULLY**. BY CREATING, REGISTERING, USING OR ACCESSING AN ACCOUNT OR THE SITES AND SERVICES, POSTING OR DOWNLOADING CONTENT OR ANY OTHER INFORMATION TO OR FROM THE SITES OR SERVICES, OR MANIFESTING YOUR ASSENT TO THESE TERMS OF SERVICE IN ANY OTHER MANNER, YOU HEREBY EXPRESSLY AGREE TO BE BOUND BY, AND SHALL BE SUBJECT TO, THESE TERMS. **IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE OR OTHERWISE ACCESS THE SITES OR SERVICES, CREATE, REGISTER OR ACCESS AN ACCOUNT OR POST OR DOWNLOAD CONTENT OR ANY OTHER INFORMATION TO OR FROM THE SITES**.

**IMPORTANT NOTICE: YOUR USE OF THE SERVICES IS SUBJECT TO AN ARBITRATION PROVISION IN SECTION 14 OF THESE TERMS, REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION. PLEASE REVIEW SECTION 14 OF THESE TERMS CAREFULLY FOR MORE INFORMATION.**

1. **COMPANY PROPERTIES.** The Site, and the Services, and the information and content available therein (collectively, the “**Company Properties**”) are protected by U.S. intellectual property laws. Unless otherwise specified by us in a separate license, your right to use any and all Company Properties is subject to these Terms. Subject to these Terms, Company grants you a limited license to reproduce portions of the Company Properties for the sole purpose of using the Services for your personal purposes.
   1. **Updates.** You acknowledge and agree that Company may update the Company Properties with or without notifying you.
   2. **Certain Restrictions.** The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Company Properties or any portion thereof; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other the Company Properties (including images, text, page layout or form) of Company; (c) shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Company Properties, except to the extent the foregoing restrictions are expressly prohibited by applicable law; (d) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained on the Site (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (e) you shall not access the Company Properties in order to build a similar or competitive product or service; (f) except as expressly stated herein, no part of the Company Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (g) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Company Properties. Any future release, update or other addition to the Company Properties shall be subject to these Terms. Company, its suppliers and service providers reserve all rights not granted in these Terms. Any unauthorized use of the Company Properties terminates the licenses granted by Company pursuant to these Terms.
   3. **Third-Party Materials.** As a part of the Company Properties, you may have access to materials that are hosted by another party. You agree that it is impossible for us to monitor such materials and that you access these materials at your own risk.
2. **REGISTRATION.[[1]](#footnote-1)**
   1. **Registering Your Account.** In order to access certain features of the Service, you may be required to become a Registered User. For purposes of these Terms, a **“Registered User”** is a user who has registered an account on the Site (**“Account”**).
   2. **Registration Data.** In registering an Account, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the registration form (the **“Registration Data”**); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (i) at least thirteen (13) years old; (ii) of legal age to form a binding contract; and (ii) not a person barred from using the Company Properties under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You will accept full responsibility for any unauthorized use of the Company Properties by minors. You may not share your Account or password with anyone, and you will notify us immediately of any unauthorized use of your password or any other breach of security. If you provide any information that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your Account and refuse any and all current or future use of the Services (or any portion thereof). You agree not to create an Account on behalf of someone other than yourself. We reserve the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party’s rights. You agree not to create an Account or use the Company Properties if you have been previously removed or banned from such.
3. **RESPONSIBILITY FOR CONTENT.**
   1. **Types of Content.** You acknowledge that all information supplied in and on the Services (“**Content**”), including the Company Properties, is the sole responsibility of the party from whom such Content originated. This means that you, and not Company, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available (“**Make Available**”) through the Company Properties (“**Your Content**”).
   2. **No Obligation to Pre-Screen Content.**  You acknowledge that we have no obligation to pre-screen any Content, although we reserve the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into these Terms, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation chat, text, or voice communications. In the event that we pre-screen, refuse or remove any Content, you acknowledge that we will do so for our benefit, not yours. Without limiting the foregoing, we shall have the right to remove any Content that violates these Terms or is otherwise objectionable.
4. **OWNERSHIP.**
   1. **Company Properties.** Except with respect to Your Content and User Content, you agree that Company and its suppliers own all rights, title and interest in the Company Properties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any of the Company Properties.
   2. **Trademarks.** Company, and all related graphics, logos, service marks and trade names used on or in connection with any the Company Properties or in connection with the Services are the trademarks of Company and may not be used without permission in connection with your or any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Company Properties are the property of their respective owners.
   3. **Other Content.** Except with respect to Your Content, you agree that you have no right, title, or interest in or to any Content that appears on or in the Company Properties.
   4. **Your Content.** We do not claim ownership of Your Content. However, when you as a Registered User post or publish Your Content on the Company Properties, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content. Your Content may not contain nudity, violence, sexually explicit, or offensive subject matter as determined by us in our sole discretion. You may not post or submit for print services a photograph of another person without that person’s permission.
   5. **License to Your Content.** You grant Company a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, host, display, publish, license, distribute, reproduce, modify and adapt Your Content (in whole or in part) for the purposes of operating, providing, developing and improving the Company Properties to you and to our other Registered Users; as well as researching and developing new Services. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above**.** You agree that you, not Company, are responsible for all of Your Content that you Make Available on the Company Properties.
   6. **Feedback.** You agree that submission of any ideas, suggestions, documents, and/or proposals to Company (“**Feedback**”) is at your own risk and that we have no obligations with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. Company shall own all Feedback provided to Company relating to the Products and Services and all associated intellectual property rights and you hereby assigns all of its right, title and interest in the Feedback.
5. **USER CONDUCT.**
   1. **Prohibitions on Use.** You shall not use the Company Properties for any purpose that is prohibited by these Terms or by applicable law. You shall not (and shall not permit any third-party) either (a) to take any action or (b) Make Available any Content on or through the Company Properties that: (i) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; (ii) you do not have a right to Make Available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements); (iii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; (iv) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (v) impersonates any person or entity, including any employee or representative of Company; (vi) interferes with or attempts to interfere with the proper functioning of the Company Properties or uses the Company Properties in any way not expressly permitted by these Terms; or (vii) to attempt or engage in any potentially harmful acts that are directed against the Company Properties, including but not limited to violating or attempting to violate any security features of the Company Properties, using manual or automated software or other means to access, "scrape," "crawl" or "spider" any pages contained in the Company Properties, introducing viruses, worms, or similar harmful code into the Company Properties, or interfering or attempting to interfere with use of the Company Properties by any other User, host or network, including by means of overloading, "flooding," "spamming," "mail bombing", or "crashing" the Company Properties.
   2. **Commercial Activities.** You agree that you will not, except to the extent expressly authorized by these Terms: (a) upload, post, e-mail, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation in connection with the Company Properties; (b) reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purpose any portion of the Company Properties (including your Account), or access to or use of the Company Properties; (c) use the Company Properties or any part thereof for any commercial purpose, including, but not limited to, communicating or facilitating any commercial advertisement or solicitation; (d) engage in any chain letters, contests, junk email, pyramid schemes, spamming, surveys or other duplicative or unsolicited messages (commercial or otherwise) in connection with the Company Properties; or (e) market any goods or services for any business purposes on or in connection with the Company Properties.
6. **INVESTIGATIONS.** We may, but are not obligated to, monitor or review the Company Properties and Content at any time. Without limiting the foregoing, Company shall have the right, in its sole discretion, to remove any of Your Content for any reason (or no reason), including if such Content violates these Terms or any applicable law. Although we do not generally monitor user activity occurring in connection with the Company Properties or Content, if Company becomes aware of any possible violations by you of any provision of these Terms, we reserve the right to investigate such violations, and we may, at our sole discretion, immediately terminate your license to use the Company Properties, or change, alter or remove Your Content, in whole or in part, without prior notice to you.
7. **THIRD-PARTY SERVICES.**
   1. **Third-Party Websites, Applications and Ads**. The Company Properties may contain links to third-party websites (“**Third-Party Websites**”),and applications (“**Third-Party Applications**”), and advertisements for third parties (“**Third-Party Ads**”). When you click on a link to a Third-Party Website, Third-Party Application or Third-Party Ad, we will not warn you that you have left the Company Properties and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites, Third-Party Applications and Third-Party Ads are not under the control of Company. We are not responsible for any Third-Party Websites, Third-Party Applications or Third-Party Ads. We provide these Third-Party Websites, Third-Party Applications and Third Party Ads as a convenience and do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, Third-Party Applications or Third-Party Ads, or any product or service provided in connection therewith. You use all links in Third-Party Websites, Third-Party Applications and Third-Party Ads at your own risk. When you leave our Site, our Terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites or Third-Party Applications, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.
8. **PROMOTIONAL OFFERS.** We may run promotional offers from time to time on the Site. The terms of any such promotion will be posted on the Site. We may establish and modify, in our sole discretion, the terms of such offer and end such offer at any point.
9. **Indemnification.** You agree to indemnify and hold Company, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors (each, a “**Company Party**” and collectively, the **“Company Parties”**) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of any and all of the following: (a) Your Content; (b) your use of, or inability to use, any the Company Properties; (c) your violation of these Term; (d) your violation of any rights of another party; or (e) your violation of any applicable laws, rules or regulations. Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Company in asserting any available defenses. The provisions in this section will survive any termination of your Account, these Terms and/or your access to the Company Properties.
10. **DISCLAIMER OF WARRANTIES AND CONDITIONS.**
    1. **As Is.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND YOUR USE OF COMPANY PROPERTIES OR SERVICES IS AT YOUR SOLE RISK, AND THE COMPANY PROPERTIES AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. WE EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPANY PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE INFORMATION, CONTENT, AND DATA ON THE SERVICES ARE ACCURATE; (C) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (D) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE COMPANY PROPERTIES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE COMPANY PROPERTIES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.
    2. **No Liability for Conduct of Third Parties.** YOU ACKNOWLEDGE AND AGREE THAT COMPANY PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD COMPANY PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. WE MAKE NO WARRANTY THAT THE GOODS OR SERVICES PROVIDED BY THIRD PARTIES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY OF ANY SUCH GOODS OR SERVICES, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY USER CONTENT OBTAINED THROUGH THE COMPANY PROPERTIES.
11. **LIMITATION OF LIABILITY.**
    1. **Disclaimer of Certain Damages.** YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL THE COMPANY PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF COMPANY PROPERTIES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (A) THE USE OR INABILITY TO USE THE COMPANY PROPERTIES OR SERVICES; (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (C) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE COMPANY PROPERTIES; OR (D) ANY OTHER MATTER RELATED TO THE COMPANY PROPERTIES OR SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A COMPANY PARTY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY A COMPANY PARTY’S NEGLIGENCE; OR (II) ANY INJURY CAUSED BY A COMPANY PARTY’S FRAUD OR FRAUDULENT MISREPRESENTATION.
    2. **Cap on Liability.** UNDER NO CIRCUMSTANCES WILL COMPANY PARTIES BE LIABLE TO YOU FOR MORE THAN THE GREATER OF ONE HUNDRED DOLLARS ($100.00). THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A COMPANY PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A COMPANY PARTY’S NEGLIGENCE; OR (B) ANY INJURY CAUSED BY A COMPANY PARTY’S FRAUD OR FRAUDULENT MISREPRESENTATION.
    3. **User Content.** EXCEPT FOR COMPANY OBLIGATIONS TO PROTECT YOUR PERSONAL DATA AS SET FORTH IN THE PRIVACY POLICY, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.
12. **REMEDIES.**
    1. **Violations.** If we become aware of any possible violations by you of these Terms, we reserve the right to investigate such violations and if deemed appropriate in our sole discretion, refer the matter to, and to cooperate with, any and all applicable legal authorities. We may, unless prohibited by applicable law, to disclose any information or materials on or in the Company Properties, including Your Content in connection with your use of the Company Properties, to (a) comply with applicable laws, legal process or governmental request; (b) enforce these Terms; (c) respond to any claims that Your Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Company, its Registered Users or the public, and all enforcement or other government officials, as Company in its sole discretion believes to be necessary or appropriate.
    2. **Breach.** In the event that we determine, in our sole discretion, that you have breached any portion of these Terms, or have otherwise demonstrated conduct inappropriate for the Company Properties, we reserve the right to (a) delete any of Your Content; (b) warn you via e-mail that you have violated these Terms; (c) discontinue your Account with any of the Company Properties; (d) discontinue your access to any Services; (e) notify and/or send Content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or (f) pursue any other action which we deem to be appropriate.
13. **TERM AND TERMINATION.** 
    1. **Term.** These Terms commence on the earlier to occur of (a) the date you first used the Company Properties; or (b) the date you accepted these Terms and will remain in full force and effect while you use any Company Properties, unless earlier terminated in accordance herein.
    2. **Termination.** At our sole discretion, we may modify or discontinue the Services, or may modify, suspend or terminate your access to the Company Properties or Services, for any reason, with or without notice to you and without liability to you or any third party.If you want to terminate the Services provided by us, you may do so by closing your Account for all of the Services that you use.
    3. **Effect of Termination.** Termination includes removal of access to the Service and/or Company Properties and barring of further use of the Service. You understand that any termination of Services may involve deletion of Your Content or information. We will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of these Terms which by their nature should survive, shall survive termination, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.
    4. **No Subsequent Registration.** If your Account or ability to access the Company Properties is discontinued due to your violation of any portion of these Terms or for conduct otherwise inappropriate, you agree that you shall not attempt to re-register with or access the Company Properties or through use of a different member name or otherwise. In the event that you violate the immediately preceding sentence, we reserve the right, in our sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.
14. **DISPUTE RESOLUTION*.***
    1. **Arbitration**. If any dispute occurs between you and Company relating to the application, interpretation, implementation or validity of these Terms, you and Company agree to resolve the dispute through arbitration. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (“**AAA**”) and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“**AAA Consumer Rules**”) both of which are available at the AAA website (www.adr.org). The determination of whether a dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. The costs of the arbitrator shall be divided equally between the you and Company.
    2. **No Class Action; Jury Waiver**. You understand that you are agreeing to binding arbitration under this section, which gives up any constitutional rights to have a dispute determined by a court of law or by a jury and any right that you may have under to have a trial de novo by a court after nonbinding arbitration of a dispute concerning fees or costs; that discovery of information in arbitration may be limited; and that the arbitration decision will be final and binding, except to the limited extent that judicial review might be available. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THESE TERMS MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER.
15. **GENERAL PROVISIONS.**
    1. **Electronic Communications; Notice.** The communications between you and us may take place via electronic means, whether you visit the Company Properties or send us e-mails, or whether we post notices on the Company Properties or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. You may give notice to Company at the following address: 393 W. State Street, Suite C, Eagle, Idaho 83616. Such notice shall be deemed given when received by us by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.
    2. **Assignment.** These Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without our prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.
    3. **Force Majeure.** We shall not be liable for any delay or failure to perform resulting from causes outside our reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.
    4. **Contact Us.** If you have any questions, complaints or claims with respect to the Company Properties, please contact us at: [info@pointepestcontrol.net].[[2]](#footnote-2)
    5. **Privacy Policy**. For information regarding our treatment of personal information, please review our current Privacy Policy at [www.pointepestcontrol.net/privacy-page/],[[3]](#footnote-3) which is hereby incorporated by reference.
    6. **Governing Law; Venue**. These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law provisions thereof. Any legal proceedings that arise under these Terms shall be brought in the appropriate federal or state court located in St. Louis, Missouri, and you irrevocably consent to the exclusive jurisdiction of such courts.
    7. **Entire Agreement; Severability; Waiver.** These Terms is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter. If any portion of these Terms is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

1. NTD: This section may not be needed if there is no client portal or accounts. However, the Reliable site has a client portal with log in information, so we included this. [↑](#footnote-ref-1)
2. NTD: Sean to create and insert. [↑](#footnote-ref-2)
3. NTD: Sean to create and insert. [↑](#footnote-ref-3)