



Effective Date: December 16, 2020

Pelton Tree Care Website Terms and Conditions of Use

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING THIS WEBSITE, AND ANY OF ITS PAGES, YOU AGREE THAT YOU ARE BOUND BY THESE TERMS AND CONDITIONS OF USE AS THEY MAY BE AMENDED FROM TIME TO TIME. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS OF USE, PLEASE EXIT THIS WEBSITE IMMEDIATELY.

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General

Thank you for visiting the website of Pelton Tree Care, www.peltontreecare.com, (the "Website"). The terms "we" "our" and "us" refer to Pelton Tree Care, its subsidiaries, and its affiliates, and the terms "you" or "your" refer to any individuals who access this Website. By accessing or using this Website, you agree and consent to be legally bound by these Terms and Conditions of Use (the "Terms") without limitation or qualification.

Use of Website

This Website is not directed towards children. If you are using this Website, you are confirming that you are 18 years of age or older, or are over 16 years of age and using the Website with the consent and supervision of your parent or guardian. If required by applicable law, use of the Website will also be governed by our Privacy Policy, which informs users of our data collection practices.

If you fail to comply with any of these Terms, your permission to use the Website automatically terminates. If we become aware that you have been using the Website in an unauthorized way, we may block or suspend your access to the Website, bar you from future usage of the Website, or take any other action we deem necessary or appropriate, and may pursue any or all legal or equitable claims against you for such unauthorized use. We further reserve the right, in our sole discretion, to refuse, suspend, or terminate your access to this Website, or any of our resources or services, at any time for any reason without notice. We shall not be held liable to you or any third party for any termination of your access to this Website.

You agree to indemnify and hold us and Webit, Inc. ("Webit") harmless from any liability, loss, claim or expense including attorney's fees, related to your violation of these Terms or your use of the services, products, or information made available through the Website.

Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, but not limited to, the liability and indemnification sections contained herein below.

Unauthorized Use

Unauthorized use of this Website is prohibited. The following uses are expressly unauthorized:

- Gathering, monitoring, or copying any content on this Website by using any crawler, spyware, engine, robot, "bot," spider, device, extraction tool, software, or any other utility, automatic device, or manual process of any kind without our express permission.
- Harvesting or otherwise collecting information about others including, without limitation, e-mail addresses, without their explicit consent.
- Interfering, or attempting to interfere, with the operations of the Website or using any device or software that will interfere, or attempt to interfere, with the operations of the Website; or posting any unauthorized material to the pages of the Website or the databases that power it.
- Attempting to circumvent Website security in any way; probing or testing the vulnerability of the Website or any network connected to the Website; or hacking, breaching, or attempting to breach any part of the Website, its security or authentication measures, or any network connected to the Website, including the content management system and source code.
- Uploading or submitting any data or information containing viruses, trojans, worms, malware, or any other computer code, corrupt file, program or component designed to interfere with this Website or its use, or the use of any software, hardware, networks, servers, computers, electronic devices, or other equipment of ours or any third party.
- Submitting any content in such volume as to disrupt use of this Website; or taking any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or any systems or networks connected to the Website.
- Taking any action or making any communication that is inappropriate, unlawful, threatening, obscene, vulgar, pornographic, profane, indecent, defamatory, abusive, or a violation of the our legal rights (including, without limitation, privacy and publicity rights) or the legal rights of a third party.
- Violating the copyright, trademark, or other intellectual property rights of any other person or entity.
- Posting Submissions (defined below) or any other content using any manual or automatic posting tools other than those provided by us, unless you have received our express written consent.
- Improperly assuming or claiming the identity, characteristics, or qualifications of another person or entity.
- Conducting or forwarding surveys, contests, pyramid schemes, or chain letters.
- Taking actions to seek or discover any materials or information, including passwords, through or in connection with the Website, except as authorized by these Terms and as intentionally made available to you through the Website.
- Attempting to gain unauthorized access to any portion of the Website or any systems or networks connected to the Website.
- Interfering or attempting to interfere with the use of the Website by other users.
- Violating any applicable laws or regulations.
- Posting hyperlinks to other websites that contain content that falls within the descriptions set forth above.
- Attempting to use this Website for any purposes other than those intended by us, as determined in our sole discretion.

Website Modifications

We reserve the right to modify or terminate this Website or any service available on this Website, any link, embed, platform, widget, application, software, product, or feature used by this Website, and your access to this Website, in whole or in part, at any time whatsoever.

Changes to Website Policies

We reserve the right to make changes to Website policies at any time without advance notice to you including, without limitation, these Terms and any applicable Privacy Policy. We encourage you to continue to review these Terms each time before using this Website, as your continued use will be strictly subject to the then-current Terms. Each time we modify the content of these Terms, we will update the effective date set forth above.

Electronic Communications

Visiting this Website, texting, or sending emails to us constitutes electronic communications. You consent to receive electronic communications from us and agree to notify us of any changes in your telephone number or email address. Except as otherwise required under applicable law, you agree that all agreements, notices, and other communications that we provide to you electronically, via email, text or on the Website, satisfy any legal requirement that such communications be in writing.

Text Messages and Other Communications to a Telephone

You authorize us to contact you, including by sending text messages directly or through a conduit text messaging service and other communications to a cell phone using an automatic telephone dialing system or an artificial or prerecorded voice message, at any number you provide. You acknowledge that any text messages or prerecorded messages sent by us may contain sales or marketing content. You may revoke your consent for us to contact you at a specified telephone number by communicating your revocation to us through any reasonable means.

Phone Calls with Us through this Website

You agree and knowingly accept that any call you make to us through this Website may be recorded for business purposes by us, including, but not limited to, with recording technology powered by Webit, Inc. Additionally, you agree and consent that any call that you accept from us may be recorded for business purposes. To cease additional recording, you can end your telephone call at any time. Voice recordings may be stored for an indefinite period of time.

Links, Widgets, Embeds, Social Media, and Other Third Party Features

This Website may provide links to other websites for the convenience of Website users. The Website may also make use of widgets, embeds, social media, or other third party features that are hosted by a third party or hosted directly on the Website. Your interactions with any link or third party widget, embed, social media, or other feature are governed by the terms and conditions of use of the third party providing the widget, embed, social media, or other third party feature, or the terms and conditions of use of the linked website. The terms and conditions of use of third parties may be substantially different than these Terms. We neither own nor control third party websites, widgets, embeds, social media, or other features that are accessible through this Website. Therefore, before visiting the website of a third party, or making use of a third party feature on the Website, whether by means of widget, embed, social media feature, or otherwise, you should first consult that third party's terms and conditions of use (if any) and inform yourself of the terms applicable to that third party's website, feature, or services (if any). We are not responsible for any dealings with third parties you may have through a third party website, link, widget, embed, social media, or other third party feature.

Endorsements

Any description of a product, service, or publication on this Website (including any description or reference via hyperlink) does not imply endorsement by us of that product, service, or publication. Moreover, the inclusion of any third party link, social media feature, embed, or widget on the Website does not imply an endorsement by us or any association with its third party operator.

Use of Third Party Sites and Organizations

Certain services made available via the Website are delivered by third party sites and organizations acting as our third party service providers. By using any product, service, or functionality originating from the Website, you hereby acknowledge and consent that we may share your information and data with any third party service provider that provides the requested product, service, or functionality on behalf of our users and customers.

Submissions

Any content, remarks, suggestions, testimonials, feedback, ideas, graphics, reviews, comments, advertisements, listings for products and/or services, leads, or other information communicated to us through this Website (together, the "Submissions") which you post, input, or submit to the Website or our associated services is considered to be non-confidential and public. We do not claim ownership of your

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You agree that all Submissions provided on this Website are the sole responsibility of the person or entity from which the Submissions originated, and that you are responsible for any Submissions that you post on this Website. By posting, uploading, inputting, providing or submitting your Submissions, you warrant and represent that you own or otherwise control all of the rights to your Submissions as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions. You further represent and warrant that you are the sole author of all Submissions you post or submit to the Website, and that such Submissions do not infringe upon the copyright, trademark, privacy, publicity, or other rights of any person or entity. You agree that we may at any time delete, refuse or move Submissions posted to the Website for any reason.

By way of example, and not as a limitation, you agree your Submissions will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer or electronic device; conduct or forward surveys, contests, pyramid schemes or chain letters; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Website; violate any code of conduct or other guidelines which may be applicable for any particular Submission; harvest or otherwise collect information about others, including e-mail addresses, without their consent; or violate any applicable laws or regulations.

We have no obligation to monitor Submissions. However, we reserve the right to review and to delete, remove, edit, move, or decline to post any Submissions on the Website in our sole discretion. You are exclusively responsible for the accuracy of all Submissions you post or submit to the Website. If you believe information in your Submission is incorrect or you have concerns with our services regarding your Submission, you must notify us immediately. If any information in your Submission is found to be fraudulent, we reserve the right to immediately deactivate your user account and remove your Submissions without any form of compensation or advance warning.

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Liability Release.

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Indemnity.

BY USING THIS WEBSITE, YOU EXPRESSLY AGREE: (1) YOUR USE OF THIS WEBSITE IS AT YOUR OWN RISK; (2) YOU CONSENT TO AND ARE BOUND BY THE ABOVE LIABILITY WAIVER AND THIRD PARTY DISPUTE RELEASE; (3) YOU WILL INDEMNIFY AND HOLD US HARMLESS AGAINST ANY AND ALL LIABILITY AND WILL INDEMNIFY US FOR ANY CLAIM (INCLUDING, WITHOUT LIMITATION, THE COST OF INVESTIGATING ANY CLAIM, THE COST OF LITIGATION, AND ATTORNEYS’ FEES, WHETHER OR NOT LEGAL PROCEEDINGS ARE INSTITUTED) ARISING FROM, ATTRIBUTABLE TO, OR IN CONNECTION WITH YOUR ACCESS TO OR USE OR MISUSE OF THIS WEBSITE, ITS CONTENT, OR ANY INFORMATION, GOODS, OR SERVICES PROVIDED THROUGH OR ON THIS WEBSITE, INCLUDING, BUT NOT LIMITED TO, ANY TRANSACTION ON, THROUGH, OR IN CONNECTION WITH THIS WEBSITE (INCLUDING BUT NOT LIMITED TO ANY INACCURACIES, MISREPRESENTATIONS, OR FRAUD IN ANY SALE OR PURCHASE THROUGH OR IN CONNECTION WITH THIS WEBSITE OR THE CONTENT OF OR REPRESENTATIONS MADE BY ANY ADVERTISEMENT OR LISTING ON THE WEBSITE), ANY SUBMISSIONS YOU POST ON THIS WEBSITE, YOUR BREACH OF ANY OBLIGATION, TERM, OR WARRANTY IN THESE TERMS, AND YOUR INFRINGEMENT OF THE INTELLECTUAL PROPERTY OR OTHER RIGHTS OF THIRD PARTIES, OR ANY ACT OR OMISSION BY YOU IN VIOLATION OF THESE TERMS, OR OF ANY APPLICABLE LAW OR REGULATION; AND (4) WE EXPRESSLY RESERVE THE RIGHT, AT OUR SOLE AND COMPLETE DISCRETION AND AT OUR

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 US IN ASSERTING ANY AVAILABLE DEFENSES.

No Agency, Joint Venture, Employment, or Partnership

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or use of the Website. You agree that our performance under these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by us with respect to such use.

International Users

This Website is controlled, operated, and administered by us from our offices within the United States of America. This Website is not targeted towards users outside of the United States, and you agree that any use of the Website shall occur within the United States. By using or continuing to use the Website, you represent and agree that you are located in the United States. If you are using this Website outside of the United States, you agree that you will cease such usage immediately. You further agree that you will not use the Website in any country or in any manner prohibited by any applicable laws, restrictions, or regulations, and that you are responsible for compliance with local laws.

Enforceability

These Terms shall be given effect to the fullest extent permissible by law. If any provision of these Terms is deemed unlawful, void, or unenforceable for any reason whatsoever, that provision shall be severed and the rest of these Terms shall remain valid and in full force and effect, and a provision as similar in terms as may be valid and enforceable shall be used in lieu of such provision. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

Entire Agreement and Headings

Unless otherwise specified herein, these Terms, coupled with any applicable Website Privacy Policy, reflect the entire agreement between you and us regarding the Website and supersede and replace all prior or contemporaneous understandings or agreements of any type regarding this subject matter. Notwithstanding the foregoing, any additional terms and conditions provided with any service or product you obtain through the Website will also govern your use of that service or product.

The headings used herein are provided solely for your convenience and have no legal or contractual effect. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Website to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that these Terms and all related documents be written in English.

Specific areas or pages of this Website may include additional or different terms relating to the use of this Website. In the event of a conflict between such terms and these Terms, the terms provided on the relevant specific area or page of the Website shall control.

Reservation of Rights

All rights not expressly granted herein are reserved exclusively and entirely to us.

Assignment

You may not assign these Terms. We may assign these Terms, in whole or in part, at any time.

Accessibility

If any portion of this Website is inaccessible to you for any reason, please contact us at our main telephone number.

Additional Terms

This Website may include additional or different terms provided by us, which are available in the "Additional Terms" page of the Website ("Additional Terms"). The Additional Terms also apply to your use of the Website and any services provided through the Website. In the event of a conflict between the Additional Terms and these Terms, these Terms shall control.



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