**PestCo Terms of Use**

**Effective Date: [6/27/2023]**

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 (“**Pestco**,” “**US**,” “**OUR**,” AND “**WE**”) ON WHICH A LINK TO THE TERMS APPEAR (COLLECTIVELY, THE “**SITE**”) AND THE INFORMATION ON IT ARE CONTROLLED BY PESTCO. THESE TERMS GOVERN YOUR USE OF THE SITE AND ANY INFORMATION AND CONTENT, AVAILABLE OR ENABLED VIA THE SITE.

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 SITE, POSTING OR DOWNLOADING CONTENT OR ANY OTHER INFORMATION TO OR FROM THE SITE, 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 SITE, CREATE, REGISTER OR ACCESS AN ACCOUNT OR POST OR DOWNLOAD CONTENT OR ANY OTHER INFORMATION TO OR FROM THE SITE**.

**IMPORTANT NOTICE: YOUR USE OF THE SITE IS SUBJECT TO AN ARBITRATION PROVISION IN SECTION 10 OF THESE TERMS, REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION. PLEASE REVIEW SECTION 10 OF THESE TERMS CAREFULLY FOR MORE INFORMATION.**

1. **ACCOUNT INFORMATION.**
	1. **Registering Your Account.** In order to access certain features of the Site, 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. **Your Account.** In registering an Account, you agree to (a) provide true, accurate, current and complete information about yourself; and (b) maintain and promptly update your information to keep it true, accurate, current and complete. You are responsible for all activities that occur under your Account. 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 Site (or any portion thereof). You agree not to create an Account on behalf of someone other than yourself. You agree not to create an Account or use the PestCo Properties if you have been previously removed or banned from such.
2. **INTELLECTUAL PROPERTY.**
	1. **PestCo Properties.** The Site and the information and content available therein (collectively, the “**PestCo Properties**”) are protected by U.S. intellectual property laws. You agree that PestCo and its suppliers own all rights, title and interest in the PestCo Properties. PestCo grants you a limited license to access and make personal use of the PestCo Properties and not to download or modify it, or any portion of it, except with the express written consent of PestCo.
	2. **Trademarks.** PestCo, and all related graphics, logos, service marks and trade names used on or in connection with any the PestCo Properties are the trademarks of PestCo 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 PestCo Properties are the property of their respective owners.
	3. **Restrictions**. The PestCo Properties or any portions thereof may not be reproduced, duplicated, adapted, copied, sold, resold, transmitted or otherwise exploited for any commercial purpose without the express written consent of PestCo. You acknowledge and agree that PestCo may update the PestCo Properties with or without notifying you. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any of the PestCo Properties.
	4. **Feedback.** You agree that submission of any ideas, suggestions, documents, and/or proposals to PestCo (“**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. PestCo shall own all Feedback provided to PestCo relating to the PestCo Properties and all associated intellectual property rights and you hereby assigns all of its right, title and interest in the Feedback.
3. **PROHIBITED USES.** In addition to other prohibitions as set forth in these Terms, you are prohibited from using the PestCo Properties: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Site or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Site or any related website for violating any of these prohibited uses.
4. **THIRD-PARTY SERVICES.**
	1. **Third-Party Websites, Applications and Ads**. The PestCo 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 PestCo 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 PestCo. 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.
5. **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.
6. **INDEMNIFICATION.** You agree to indemnify and hold PestCo, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors (each, a “**PestCo Party**” and collectively, the **“PestCo 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 violation of these Terms; (b) your violation of any rights of another party; or (c) your violation of any applicable laws, rules or regulations. The provisions in this section will survive any termination of your Account, these Terms and/or your access to the PestCo Properties.
7. **DISCLAIMER OF WARRANTIES AND CONDITIONS.**
	1. **As Is.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND YOUR USE OF PESTCO PROPERTIES IS AT YOUR SOLE RISK, AND THE PESTCO PROPERTIES 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. PESTCO PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (A) THE PESTCO PROPERTIES WILL MEET YOUR REQUIREMENTS; (B) THE INFORMATION, CONTENT, AND DATA OBTAINED THROUGH THE PESTCO PROPERTIES ARE ACCURATE; (C) YOUR USE OF THE PESTCO PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (D) ANY ERRORS WILL BE CORRECTED. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE PESTCO 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 PESTCO PROPERTIES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.
	2. **No Liability for Conduct of Third Parties.** YOU ACKNOWLEDGE AND AGREE THAT THE PESTCO PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE PESTCO 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 CONTENT OBTAINED THROUGH THE PESTCO PROPERTIES.
8. **LIMITATION OF LIABILITY.**
	1. **Disclaimer of Certain Damages.** YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL THE PESTCO 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 PESTCO PROPERTIES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (A) THE USE OR INABILITY TO USE THE PESTCO PROPERTIES; (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (C) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE PESTCO PROPERTIES; OR (D) ANY OTHER MATTER RELATED TO THE PESTCO PROPERTIES, 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 PESTCO PARTY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY A PESTCO PARTY’S NEGLIGENCE; OR (II) ANY INJURY CAUSED BY A PESTCO PARTY’S FRAUD OR FRAUDULENT MISREPRESENTATION.
	2. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL THE PESTCO PARTIES’ LIABILITY TO YOU EXCEED ONE HUNDRED DOLLARS ($100.00). THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A PESTCO PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A PESTCO PARTY’S NEGLIGENCE; OR (B) ANY INJURY CAUSED BY A PESTCO PARTY’S FRAUD OR FRAUDULENT MISREPRESENTATION.
9. **TERMINATION.** If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms, we may terminate this agreement at any time without notice.
10. **DISPUTE RESOLUTION*.***
	1. **Arbitration**. If any dispute occurs between you and PestCo relating to the application, interpretation, implementation or validity of these Terms, you and PestCo 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 PestCo.
	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.
11. **GENERAL PROVISIONS.**
	1. **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.
	2. **Contact Us; Communications.** If you have any questions, complaints or claims, please contact us at info@pointepestcontrol.net. The communications between you and us may take place via electronic means, whether you visit the PestCo Properties or send us e-mails, or whether we post notices on the PestCo Properties or communicates with you via e-mail.
	3. **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.
	4. **Severability; Waiver.** 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.