

WEBSITE TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use (“Agreement”) is a legal agreement between you and Brandenberger Tree Care Professionals LLC (hereinafter referred to as “Website Owner”), the owner and developer of brandenbergertcp.com. By using brandenbergertcp.com (the “Website”), you agree to be bound by all of the terms (the “Terms”) set forth in this Agreement as long as you continue to use the website. IF YOU DO NOT AGREE TO THE TERMS, DO NOT CONTINUE TO USE THIS WEBSITE. The Terms are subject to change at any time, effective upon notice to you.

WEBSITE OWNER RESERVES THE RIGHT TO CHANGE THE TERMS AT ANY TIME AND WITHOUT NOTICE TO YOU.

- 1. Limitations of Liability and Indemnification.** By using the Website, you agree that in no event will the Website, Website Owner, its and their officers, employees, agents, affiliates, licensees and web hosting services be liable for any direct or indirect, incidental, special or consequential damages as a result of your accessing the website and using any of the services available. Your sole remedy for any breach or default of this Agreement by the Website or Website Owner shall be a return of any fees paid to Website or Website Owner for any services provided under this Agreement, if any. You indemnify and agree to defend and hold harmless Website, Website Owner, its and their officers, employees, agents, affiliates, licensees and web hosting services and third parties for any losses, costs, liabilities and expenses (including but not limited to court costs, legal fees, awards or settlements) relating to or arising out of your use of Website, including any breach by you of the Terms contained in this Agreement.
- 2. Disclaimer of Opinions.** Opinions, advice, statements or other comments should not necessarily be relied upon and are not to be construed as professional advice from Website or Website Owner. Website and Website Owner do not guarantee the accuracy or completeness of any of the information provided, and are not responsible for any loss resulting from your reliance on such information.
- 3. Right to Monitor.** Website and Website Owner reserve the right, but are not obligated, to monitor materials posted in any public area and shall have the right to remove any information deemed offensive by our staff. Notwithstanding the foregoing, you remain solely responsible for your use of any information contained on the site.
- 4. Ownership, Copyrights, Trademarks, Licenses.** Website and Website Owner own and retain all proprietary rights to the Website service, its trademarks and copyrights. Except for any information that is in the public domain, you are not authorized to reproduce, transmit or distribute the proprietary information of Website and Website Owner. By posting information to Website and Website Owner, you represent that you have the right to grant permission for use by Website and Website Owner.

- 5. No Warranties.** Website and Website Owner provide the Website information on an “as is” basis and do not make any warranty, express, implied, limited or other with respect to the information provided. Specifically, Website and Website Owner do not warrant that the Website will always be available, be uninterrupted, be error free, meet your requirements, or that any defects in the information will be corrected.
- 6. Jurisdiction.** This Agreement or any dispute arising from this Agreement is governed by the laws of the State of Indiana, without regard to provisions of conflicts of law. Any lawsuit arising from or related to this Agreement or use of the Website shall be brought exclusively before the state or federal court of competent jurisdiction located in Allen County, Indiana, and you hereby consent to the jurisdiction of any such court.
- 7. Severability.** If any provision is found to be invalid, the remaining provisions will be in full force and effect.
- 8. Entire Agreement.** This Agreement constitutes your entire Agreement with Website and Website Owner with respect to the use of the Website.
- 9. Waiver.** The failure of Website or Website Owner to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Website or Website Owner must be in writing and signed by an authorized representative of the Website Owner.