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These Terms and Conditions of Use and Software as a Service Agreement constitute a binding legal agreement between you as user ("you") and TURFTASKER LLC ("TurfTasker," "we" or "us"), a Missouri limited liability company that owns and operates the website [www.TurfTasker.com](http://www.TurfTasker.com) together with affiliated websites, services and applications (the "Services").

YOU MUST NOT ACCESS OR USE THE SERVICES IF YOU DO NOT ACCEPT AND AGREE TO THESE TERMS AND CONDITIONS.

These Terms of Use constitute a binding contract between you and TurfTasker. You must agree to and accept all of the terms or you do not have the right to use the Services. Your use of the Services in any way means that you agree to all of these terms, and these terms will remain in effect while you use the Services.

We reserve the right, at our sole discretion, to change, modify, add or remove portions of these Terms and Conditions at any time. Your continued use of TurfTasker's Services following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms and Conditions, we grant you a personal, non-exclusive, non-transferable, limited privilege to access and use the Services. We may alter, suspend or discontinue any aspect of the Services at any time, including the availability of any feature, database or content. We may also impose limits on certain features and aspects of the Services or restrict your access to parts or all of the Services without notice or liability.

You agree to review these Terms and Conditions periodically to be aware of any such revisions.

### I. TECHNOLOGY PLATFORM

TurfTasker offers a technology service and platform via the Services, that provides management for scheduling employees and their daily tasks, along with any instructions, equipment, or products that go along with a task. The Services can automate the task creation and equipment assigning. The services also serve as an inventory tracker and loss prevention system. Incorporating TurfTasker into a facility management operation can significantly increase the productivity and organization of a facilities entire operation.

### II. ELIGIBILITY

If you want to use certain features of the Services you will need to create an account ("Account") with TurfTasker.

You must be eighteen (18) years of age or older and capable of entering into a binding agreement with TurfTasker to use the Services. By visiting [www.TurfTasker.com](http://www.TurfTasker.com) or accepting these Terms and Conditions, you represent and warrant that you are eighteen (18) years of age or older, and that you have the right, authority and capacity to agree to and abide by these Terms and Conditions. You also represent and warrant that you will use the Services in a manner consistent with any and all applicable laws and regulations.

It is important that you provide us with accurate, complete and up-to-date information for your Account and you agree to update such information, as needed, to keep it accurate, complete and up to date. If you do not do so, we may suspend or terminate your Account. You agree that you won't disclose your Account password to anyone, and you'll notify us immediately of any unauthorized use of your Account. You are responsible for all activities that occur under your Account, whether or not you know about, or consent to, them.

### III. USER AGREEMENT

These Terms and Conditions constitutes your agreement with respect to your access and use of the Services. You must agree to abide by all of the terms and conditions contained in these Terms and Conditions in order to become or remain a user of the Services. You are granted a nonexclusive, limited, non-sublicensable license to access and use the Services, subject to these Terms and Conditions. We may revoke this license at any time.

You may not use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Services or in any way reproduce or circumvent the navigational structure or presentation of the Services or any other content on or available through the Services, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Services. You may not attempt to gain unauthorized access to any portion or feature of the Services, or any other systems or networks connected to TurfTasker's website or servers, or to any of the Services, by hacking or any other illegitimate means. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Services or any transaction being conducted on or through the Services, or with any other person's use of the Services. You may not use the Services or any other content for any purpose that is unlawful or prohibited by these Terms and Conditions, or to solicit the performance of any illegal activity or other activity which infringes the rights of TurfTasker or users of the Services.

By using the Services you acknowledge that:

- a. We cannot ensure the security or privacy of information you provide through the Internet, and you release us from any and all liability in connection with the use of such information by other parties; and
- b. We are not responsible for, and cannot control, the use by others of any information which you provide to them and you should be cautious in selecting the personal information you provide to others through the Services.

#### **IV. REGISTRATION AND ACCOUNT USE**

You must register for an account to access and use the Services. You are responsible for all activities related to the Services that occur through your account. It is your responsibility to keep your account profile information and any information associated with your account accurate. You agree to keep your password confidential, not use others' accounts, nor permit others to use your account without TurfTasker's express authorization. In the event that your username, password or account is used without your consent or that you discover any other breach of security, you agree to promptly notify us. We are not responsible for your failure to comply with this clause, or for any delay in shutting down your account. We reserve the right to terminate accounts in our sole and absolute discretion.

#### **V. LIMITED SOFTWARE LICENSE**

As part of the Services we offer, we may provide you with online access to download and use certain software for use with the Services. You are granted a nonexclusive, limited license to use the software and related user documentation in accordance with the terms and conditions set forth in these Terms and Conditions. The software may not be re-sold, sub-licensed, rented, leased or transferred unless expressly authorized by TurfTasker in writing, and may only be used in conjunction with the Services. We reserve the right to terminate your use of the software for any reason. If the software is distributed to you with separate governing terms, your use of the software shall be governed under those separate terms. Notwithstanding anything to the contrary in these Terms and Conditions, you may not reverse engineer, decompile, or disassemble the software, except and only to the extent that we expressly permit such activity. We reserve the right to charge you a software license fee for the license of the software.

#### **VI. CONDUCT; RESTRICTIONS AND PROHIBITIONS**

You agree to use the Services in accordance with the following:

- a. You agree to provide accurate, current and complete information and to use commercially reasonable efforts to maintain and promptly update your account information to keep it accurate, current and complete. You also agree that if you provide information that is intentionally inaccurate, not current or incomplete in a material way, or we have reasonable grounds to believe that such information is untrue, inaccurate, not current or complete in a material way, we have the right to suspend or terminate your use of the Services or any portion thereof.

- b. You will not use the Services to distribute, promote or otherwise publish any kind of malicious code or do anything else that might cause harm to the Services.
- c. You shall not have an account or use the Services if you have been previously removed by TurfTasker.
- d. You shall not use your account to engage in any illegal conduct.
- e. You shall accept full responsibility for any unauthorized use of the Services by third parties in connection with your account.
- f. You are responsible for: (a) the security of the services that we provide to you, including, but not limited to your access and you are responsible for all activities that occur under our Services, (b) any act or omission by you relating to access to and use of the Services; and (c) implementing security and other policies and procedures necessary to limit access to the Services, including, but not limited to, the maintenance of the confidentiality of all usernames and passwords provided by us or created as part of our Services.
- g. You agree to immediately notify us of any attempted or actual unauthorized access or use of the Services and/or any other breaches of security.
- h. You acknowledge and agree that we will not be liable, directly or indirectly, for any acts or omissions by you, including any damages of any kind incurred, including any incidental or consequential damages, as a result of such acts or omissions.
- i. You will not disrupt the normal flow of any access to, or use of, the Services.
- j. You agree to comply with all local rules regarding online conduct and acceptable content.
- k. You will comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

Unless explicitly stated herein, nothing in these Terms and Conditions shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise.

## **VII. REMEDIES; INJUNCTIVE RELIEF**

If we do not insist upon strict performance of any of your obligations under these Terms and Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled hereunder, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

You acknowledge and agree that your breach or threatened breach of these Terms and Conditions shall cause TurfTasker irreparable damage for which recovery of money damages would be inadequate and that we may seek injunctive relief to protect TurfTasker's rights under these Terms and Conditions in addition to any and all other remedies available at law or in equity.

## **VIII. PRIVACY OF INFORMATION**

"Personal Information" means all information about an identifiable individual.

We may collect personal information from you in order to furnish the Services. TurfTasker will not use or disclose your personal information for purposes other than those described in these Terms and Conditions and our Privacy Policy.

TurfTasker's Privacy Policy applies to use of the Services, and the terms of the Privacy Policy are made a part of these Terms and Conditions by this reference. To view our Privacy Policy, go to <https://www.TurfTasker.com/privacy>. Additionally, by using the Services, you acknowledge and agree that Internet transmissions are never completely private or secure.

## **IX. SUBMISSION OF CONTENT; FORUMS**

#### Permissible Submissions:

We may provide a way for you to submit feedback, ideas, reviews, comments, or other content to the Services. All submissions must comply with this Agreement.

You represent that you own or control all of the rights to Your Submissions and that the submissions do not violate this Agreement or the rights of any third party, including without limitation, any rights in respect of intellectual property, privacy, or publicity. You are solely responsible for Your Submissions. TurfTasker may, but is not obligated to, monitor and edit or remove submissions, and has no obligation to store or display Your Submissions. TurfTasker may modify or remove Your Submissions at any time in its sole discretion.

Submit only what you have a right to submit. Do not submit or post any content that infringes copyright or other intellectual property rights, including in the photos and written content that you submit, or any applicable law.

TurfTasker reserves the right to monitor, modify, delete or retain any content, including without limitation, any submission, in our sole discretion.

#### Disclaimer of Responsibility for Submissions:

TurfTasker takes no responsibility and assumes no liability for any submissions posted by you or any third party. Any use or reliance on any submissions or materials posted via the Services or obtained by you through the Services is at your own risk. Therefore, if you have an idea or information that you would like to keep confidential or do not want others to use, or that is subject to third party rights that may be infringed by your sharing it, do not post it to any forum, or elsewhere on the Sites. TURFTASKER IS NOT RESPONSIBLE FOR ANOTHER'S MISUSE OR MISAPPROPRIATION OF ANYTHING YOU POST ON THE SERVICES.

#### Forums:

TurfTasker may offer forums where you can post your observations and comments on designated topics. TurfTasker account holders can create forum topic threads. TurfTasker, in its sole discretion, may close or transfer threads, or modify or remove content from them. Please note that everything you share in a forum may be seen and used by other users of the Services.

### **X. OWNERSHIP AND CONTROL OF TURFTASKER CONTENT**

All other content that is not Your Submissions that is contained on the Services ("TurfTasker Content") is owned, controlled or licensed by or to TurfTasker, except for the content of third party services and other users of the Services, and is protected by trade dress, copyright, patent and trademark laws, and other intellectual property and unfair competition laws. Except as expressly provided in these Terms and Conditions, no TurfTasker Content may be copied, encoded, posted, publicly displayed, reproduced, republished, uploaded, translated, transmitted or distributed in any way to any other computer, server, website, software or other medium, electronic or otherwise, for publication or distribution or for any commercial enterprise, without our express prior written consent. Likewise, you may not copy, encode, post, publicly display, reproduce, republish, upload, translate, transmit or distribute in any way to any other computer, server, website, software or other medium, electronic or otherwise, for publication or distribution or for any commercial enterprise, another user's content without that other user's express consent or authorization.

TurfTasker owns, has licensed, or otherwise has rights to use all of TurfTasker Content that appears in and on the Services. Notwithstanding any provision to the contrary herein, you agree that you have no right or title in or to any of TurfTasker Content that appears in and on the Services.

### **XI. HOW TURFTASKER MAY COMMUNICATE WITH YOU**

For purposes of responding to you and providing you with information and notices about your account or the Services, you agree that this Agreement constitutes a written contract and an existing business relationship between you and TurfTasker, and that TurfTasker may communicate with you, including through automated systems such as email or text messaging system, using the contact information associated with your TurfTasker account or TurfTasker Applications, including your device ID, email, mobile number, telephone, or the postal address you provided (if any). Please review your Account Settings or settings on your mobile device to control what kind of messages you receive from TurfTasker. TurfTasker has no liability arising from your failure to maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about the Services. TurfTasker may send you messages, including without limitation email and text messages. TurfTasker will not send you messages for marketing purposes without first receiving your prior express consent.

## **XII. PERSONAL RESPONSIBILITY; LIABILITY**

TurfTasker is not a content publisher. You are solely responsible for Your Submissions and information that you provide, publish, transmit, display or otherwise communicate to us through the Services or to other users including, without limitation, messages, data, text, photos, video, music, graphics, links or other materials posted through chat messages, community pages, email messages, mobile messages, photos and profile information. TurfTasker does not control, take responsibility for or assume liability for any content posted by you or any third party, or for any loss or damage thereto, nor is TurfTasker liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you encounter.

## **XIII. INFORMATION MONITORING**

We reserve the right to monitor anything and everything submitted by you to ensure that they conform to content guidelines that are monitored by us and subject to change from time to time.

## **XIV. INFORMATION REMOVAL**

While we do not and cannot review every message or other material uploaded, posted or sent by users the Services, and are not responsible for any content of these messages or materials. We reserve the right, but are not obligated, to delete, move, or edit messages or materials, including without limitation profiles, public postings and content, that we, in our sole discretion, deem to violate the CONDUCT; RESTRICTIONS AND PROHIBITIONS provisions set out above or any other applicable content guidelines, or to be otherwise unacceptable. You shall remain solely responsible for the content of profiles, public postings, messages and other materials you may upload to the Services.

Please also see our Privacy Policy at <https://www.TurfTasker.com/privacy> for more information concerning the removal of information from the Services.

## **XV. TERMINATION OF SERVICES**

We may, in our sole discretion, terminate or suspend your access to all or part of the Services at any time, with or without notice, for any reason, including, without limitation, breach of these Terms and Conditions. Without limiting the generality of the foregoing, any fraudulent, abusive, or otherwise illegal activity, or that may otherwise affect the enjoyment of the Services by others may be grounds for termination of your access to all or part of the Services at our sole discretion, and you may be referred to appropriate law enforcement agencies.

You may cancel your account and use of the Services at any time by following the instructions located at <https://www.TurfTasker.com/cancel>. You are solely responsible for cancelling your account before the next invoice period. You understand and agree that we may immediately terminate your right to use the Services without notice to you under certain circumstances, including, but not limited to:

- a. breaches/violations of these Terms and Conditions or our other policies;

- b. requests by law enforcement, government agencies or court order;
- c. security and technical issues or problems; or
- d. non-payment of any fees owed by you.

Upon termination, we will have no further obligation to grant you any access to or use of the Services.

#### **XVI. LINKS AND DEALINGS WITH THIRD PARTIES**

TurfTasker may include links to third party websites ("Third Party Sites") in the Services, including links to Third Party Sites. You should review any applicable terms or privacy policy of a third-party site before using it or sharing any information with it, because you may give the third-party permission to use your information in ways we would not. TurfTasker is not responsible for and does not endorse any features, content, advertising, products or other materials on or available from Third Party Sites.

We have no control over any links or other resources available to you via the Services. Your interaction with and third parties via the Services are solely between you and such parties. We are not responsible for the availability of such external sites or resources, and do not endorse any content, advertising, products, or other materials on or available from such sites or resources. You agree that we will not be liable, directly or indirectly for any loss or damage of any kind or nature, including any incidental or consequential damages, arising out of or related to, or incurred in reliance upon, any such interactions, links, resources or content.

#### **XVII. PAYMENTS, RENEWALS AND TAXES**

You must select from the types of available subscriptions for the Services and other add-on services based on the pricing matrix provided at [www.TurfTasker.com/pricing](http://www.TurfTasker.com/pricing). The services we provide are defaulted to renew automatically. Accordingly, on the anniversary date of your subscription, you will be charged the current rate we charge for your type of subscription for the Services. We prorate charges for cancellations and add-on services which occur between billing cycles.

All payments due are in US dollars unless otherwise indicated. We accept credit cards and Braintree as payment sources. All payments are final and non-refundable, except in our sole discretion. If your use of the Services is terminated by us due to any of your violations of this Agreement, you will lose and forfeit any time remaining on your account with us.

You authorize us to bill the payment source you provide to us for all applicable fees. If your payment source is declined at any time (including, but not limited to situations where we seek authorizations or charge attempts), we may make additional attempts to reprocess your payment source. If your payment source is declined for any consecutive two (2) month period, we reserve the right to disable or cancel your use of the Services immediately for non-payment. You are responsible for all of our reasonable expenses (including attorneys' fees) incurred by us relating to collection activities associated with your past due accounts.

You are responsible for all taxes associated with your use of the Services. If we are required to collect or pay any taxes relating to your use of the Services, you will be charged for all such taxes. If you are tax exempt, you must provide us with a valid tax exempt certificate authorized from the appropriate taxing authority.

#### **XVIII. REFUNDS**

If you are entitled to a refund of service fees from us, we will refund such service fees to you within thirty (30) days.

#### **XIX. FREE TRIAL PERIOD**

TurfTasker offers a seven (7) day free trial period, during which time you may use the Services free of charge. If you provide payment information within twenty-four (24) hours of your initial registration, we will extend the free trial for a period of three (3) weeks. We will not charge you during the free trial period.

## **XX. VIRUSES, HACKING AND OTHER OFFENSES**

TurfTasker makes efforts to ensure that the Services are free from viruses and defects. However, it is your responsibility to ensure that the right equipment is available to you in order to use the Services and screen out anything that may damage the Services. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Services or downloading of any content posted on it, or on any website linked to it.

You will not misuse the Services by knowingly introducing viruses, trojans, worms, logic bombs or other material which may be malicious or harmful. You agree not to attempt to gain unauthorized access to the Services, the server on which the Services are stored or any server, computer or database connected to the Services. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Services will cease immediately.

## **XXI. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION UNDER LAW.

YOU ACKNOWLEDGE THAT USE OF THE SERVICES IS AT YOUR OWN RISK. WE DO NOT REPRESENT OR ENDORSE THE ACCURACY OR RELIABILITY OF ANY MEMBER PROFILE, ADVICE, OPINION, STATEMENT OR OTHER INFORMATION DISPLAYED, UPLOADED OR DISTRIBUTED THROUGH THE SERVICES, OUR PARTNERS OR ANY USER OF THE SERVICES OR ANY OTHER PERSON OR ENTITY. YOU ACKNOWLEDGE THAT ANY RELIANCE UPON ANY SUCH OPINION, MEMBER PROFILE, ADVICE, STATEMENT OR INFORMATION SHALL BE AT YOUR SOLE RISK. YOUR CONTINUED USE OF THE SERVICES NOW OR FOLLOWING THE POSTING OF NOTICE OF ANY CHANGES IN THESE TERMS AND CONDITIONS, WILL CONSTITUTE A BINDING ACCEPTANCE BY YOU OF THESE TERMS AND CONDITIONS AND ANY SUBSEQUENT MODIFICATIONS.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES WILL TURFTASKER, ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS AND THIRD PARTY CONTENT PROVIDERS OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS WHATSOEVER CAUSED BY YOUR USE OR RELIANCE ON INFORMATION OBTAINED THROUGH THE CONTENT DISTRIBUTED BY TURFTASKER AS WELL AS ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR INJURY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES OR OUT OF THE BREACH OF ANY WARRANTY, OR CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO AND/OR ALTERATION OF THE SERVICES, NO MATTER WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER CAUSE OF ACTION, AND REGARDLESS OF WHETHER TURFTASKER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

You are responsible for making all the necessary arrangements to ensure you can access the Services (including, but not limited to Internet provider and mobile internet provider fees and, any other charges associated with such access). TurfTasker shall not be held responsible for any reduced functionality you may encounter as result of or in connection with accessing the Services through mobile services or any similar service currently known or developed in the future.

By accessing the Services or agreeing to receive messages or notifications from TurfTasker through your mobile phone and/or any other connected media device, you accept that you may incur charges from your internet or mobile service provider. TurfTasker shall not under any circumstances be liable for such charges.



TurfTasker is not responsible for any errors in displayed information or delays in displaying information. Issues of data accuracy may be brought to the attention of TurfTasker by sending feedback.

## **XXII. TRADEMARKS**

TurfTasker, TurfTasker's logos and other TurfTasker trademarks, service marks, graphics, and logos used in connection with the Services are trademarks or registered trademarks of TurfTasker in the U.S., Canada, and/or other countries. Other trademarks and logos used in connection with TurfTasker may be the trademarks of their respective owners, and such use is not intended to grant us any rights in such trademarks.

## **XXIII. PATENTS**

One or more U.S. Patents may apply to the Services.

## **XXIV. COPYRIGHT DISPUTE POLICY**

We operate in accordance with the US Copyright Law and require you to comply as well. The Digital Millennium Copyright Act of 1998 ("DMCA") provides owners of copyrighted material who suspect that their rights under U.S. Copyright Law have been violated with certain remedies. One such remedy is contacting the Internet service provider's designated agent to report suspected infringements that appear on website and Internet pages hosted by that Internet service provider.

If we receive a notification of suspected copyright infringement, and assuming the notification satisfies the requirements of the DCMA Takedown Notice discussed below, we may remove or prohibit access to such materials. However, you may submit to us a counter-notice if you believe such notice of suspected copyright infringement was falsely or mistakenly filed.

### DMCA Takedown Notice

If you believe your copyrights have been infringed because of material appearing on the Services, you must file your claim of infringement with our designated DMCA agent via mail at the address below.

By Mail:

TurfTasker LLC  
766 La Feil Drive  
Manchester, Missouri 63021  
UNITED STATES

Alternatively, you may email us with your complaint of claimed infringement at: [dmca@TurfTasker.com](mailto:dmca@TurfTasker.com).

Before you send a DMCA Takedown Notice, you should establish that:

- a. You own the copyright or are entitled to assert an infringement of a copyright under a valid and existing license; and
- b. The alleged infringement does not fall into an accepted safe harbor exception such as fair use or covered under the laws governing free speech.

In order for us to evaluate your claim of copyright infringement, your DMCA Takedown Notice must:

1. Be in writing;
2. Be signed;
3. Identify the original copyrighted work that you claim is being infringed;
4. Identify the material that is infringing the copyrighted work and include information reasonably sufficient to enable us to locate the material on the Services;

5. Include your contact information such as, and including, your full name, your telephone number, your email address and/or your mailing address in order that our designated agent can reach you if necessary;

6. Include a statement that your complaint of copyright infringement is “made in good faith” and under the belief that use of the material is not authorized by the copyright owner, an agent of the owner, or by operation of law;

7. Include a statement that the information you have provided in your complaint is “truthful and accurate; and

8. Include a statement that you are “authorized, under penalty of perjury” to act as the owner, or on behalf of the owner, of an exclusive copyright that is being infringed.

*17 United States Code 512(c)(3)*. Please consult the DMCA for additional details on the information necessary for valid notification. Misrepresentations and false accusations of copyright infringement may subject you to damages including, but not limited to, fees incurred in blocking material, court costs, and attorneys' fees.

#### Counter-notification response to Claims of Copyright Infringement

You may file a counter-notification with our designated DMCA agent. All such responses must be submitted to the address listed above in this section and must contain the following:

1. A physical or electronic signature of the subscriber.

2. Identification or a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled, including the URL of the page that had the content removed.

3. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.

4. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

*17 United States Code 512(g)(3)*. Please consult the DMCA for additional details on the information necessary for valid counter-notification. Misrepresentations and false responses to claims of copyright infringement may subject you to damages including, but not limited to, fees incurred in blocking material, court costs, and attorneys' fees.

As provided by the DMCA, after receipt of a valid counter-notification, we may restore or re-enable access to removed material.

We will not be involved as a party to disputes over alleged copyright infringement and you agree to indemnify, defend and hold us harmless from and against any costs, damages or expenses (including reasonable attorney fees) we incur arising out of or related to any alleged or actual infringement involving you.

#### Repeated Infringement

We reserve the right to terminate any account or remove any content if we, in our sole discretion, believe that the account owner has repeatedly violated the DMCA. Additionally, you should seek your own legal counsel if: (i) you believe your copyrights have been infringed, or (ii) if a notice of copyright infringement has been filed against you.

#### **XXV. TRADEMARK DISPUTE POLICY**

If you believe that we or another user of the Services is using a registered trademark in a way that constitutes trademark infringement, then you may send a notice of trademark infringement to our Designated Agent at:

TurfTasker LLC  
766 La Feil Drive  
Manchester, Missouri 63021  
UNITED STATES

Alternatively, you may email us with your complaint to [dmca@TurfTasker.com](mailto:dmca@TurfTasker.com).

To be considered, the notice of trademark infringement must include all of the following:

- a. The registration number(s) of the trademark that is allegedly being infringed;
- b. The countries or territory in which the infringed trademark is registered;
- c. A sufficient description of the infringed trademark;
- d. A list of the goods and/or services for which the infringed trademark is registered;
- e. A statement that your complaint of infringement is “made in good faith” and under the belief that use of the infringed trademark is not authorized by the owner of the trademark, an agent of the trademark owner, or by operation of law;
- f. A statement of facts supporting your assertion that trademark rights are being infringed;
- g. The URL of the webpage for each of the allegedly infringing trademarks is located;
- h. Your contact information, including address, telephone number and email address;
- i. A statement, made under penalty of perjury, that the above information in the notice is accurate and that the signatory is the trademark owner or is authorized to act on behalf of the trademark owner; and
- j. Either an electronic or physical form of your signature.

You should seek your own legal counsel if: (i) you believe your trademarks have been infringed, or (ii) if a notice of trademark infringement has been filed against you. We will not be involved as a party to disputes over alleged trademark infringement and you agree to indemnify, defend and hold us harmless from and against any costs, damages or expenses (including reasonable attorney fees) we incur arising out of or related to any alleged or actual infringement involving you.

#### Common-law Trademarks

TurfTasker is generally unable to evaluate the validity or assertion of an infringement of a common-law trademark. If you believe that a common-law trademark you own, or are entitled to use, is being infringed, you must contact the user that you believe is infringing the trademark to resolve any claims. Additionally, you should seek your own legal counsel if: (i) you believe your common-law trademarks have been infringed, or (ii) if a notice of infringement of a common-law trademark has been delivered to you. We will not be involved as a party to disputes over alleged common-law trademark infringement and you agree to indemnify, defend and hold us harmless from and against any costs, damages or expenses (including reasonable attorney fees) we incur arising out of or related to any alleged or actual infringement involving you.

#### Repeated Infringement

We reserve the right to terminate any account or remove any content if we, in our sole discretion, believe that the account owner has repeatedly violated any applicable trademark law or regulation. Additionally, you should seek your own legal counsel if: (i) you believe your trademarks have been infringed, or (ii) if a notice of trademark infringement has been filed against you.

## **XXVI. REPORTING OTHER USERS' VIOLATIONS OF THESE TERMS AND CONDITIONS**

Abuse Complaints. If you wish to report any violation of these Terms and Conditions by others, you may do so by contacting us at [dmca@turftasker.com](mailto:dmca@turftasker.com), outlining the abuse and or complaint.

To report any other actual or potential violation of these Terms and Conditions, please contact us at:

TurfTasker LLC  
766 La Feil Drive  
Manchester, Missouri 63021  
UNITED STATES

## **XXVII. INDEMNITY**

You hereby agree to indemnify, defend and hold harmless TurfTasker and all officers, directors, owners, agents, information providers, affiliates, licensors, licensees, successors and assigns (collectively, the "Indemnified Parties") from and against any and all liability and costs, including, without limitation, reasonable attorneys' fees, incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms and Conditions or the foregoing representations, warranties and covenants. You also agree to indemnify and hold the Indemnified Parties harmless from any loss, damage, liability or expense you incur or sustain arising out of your use of the Services except for liability for any acts or omissions of TurfTasker which involve willful or intentional misconduct, fraud or knowing violation of law. You shall cooperate as fully as reasonably required in the defense of any such claim. TurfTasker reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

## **XXVIII. VOID WHERE PROHIBITED**

TurfTasker administers and operates the [www.TurfTasker.com](http://www.TurfTasker.com) and the Services from various locations inside and outside the United States. Although the Services are accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Services are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. TurfTasker reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Services is void where prohibited. If you choose to access the Services from outside the United States, you do so on your own initiative, and you are solely responsible for complying with applicable local laws.

## **XXIX. DISCLOSURE AND OTHER COMMUNICATION**

We reserve the right to send electronic mail to you, for the purpose of informing you of changes or additions to the Services, or of any of TurfTasker's related products or services. We reserve the right to disclose information about your usage of the Services and demographics in forms that do not reveal your personal identity.

## **XXX. AGREEMENT TO ARBITRATE AND CLASS ACTION WAIVER**

Informal Negotiations:

To expedite resolution and reduce the cost of any dispute, controversy or claim arising between you and TurfTasker (each a "Claim" and collectively "Claims"), you and TurfTasker agree to first attempt to negotiate any Claim (except those Claims expressly excluded below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations will commence upon written notice. Your address for such notices is your personal home address, with an email copy to the email address you have provided to TurfTasker. TurfTasker's address for such notices is: TurfTasker Legal Department, 766 La Feil Drive, Manchester, Missouri 63021. If necessary to preserve a Claim under any applicable statute of limitations, you or TurfTasker may initiate arbitration while engaging in the informal negotiations.

Binding Arbitration and Class Action Waiver:

It is hereby acknowledged and agreed that this Section is governed, in all respects, both procedurally and substantively, by the United States Federal Arbitration Act. You and TurfTasker agree to submit to mandatory binding arbitration any and all Claims that may be compelled to arbitration under this Agreement as a matter of applicable law. Claims covered by this Section include all claims under any federal, state, provincial/territorial, or local laws, except individual claims brought in small claims court as described below.

Further, except as noted below, to the fullest extent permitted by law, you and TurfTasker agree that no class, collective, aggregate, or representative actions can be asserted in arbitration, litigation, or otherwise ("Class Action Waiver"). All Claims must be brought solely in your or TurfTasker's individual capacity, and not as a plaintiff or class member in any purported class, representative, aggregated, or collective proceeding.

SUBJECT TO THE ABOVE THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO CLAIMS COVERED BY THIS AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES FURTHER WAIVE ANY RIGHTS THEY MAY HAVE TO PURSUE OR PARTICIPATE IN A CLASS, COLLECTIVE, AGGREGATE, OR REPRESENTATIVE ACTION PERTAINING TO ANY SUCH CLAIMS BETWEEN THEM.

If the Class Action Waiver, or any other provision of this Section requiring that Claims be brought only on an individual basis and not on a class, collective, or representative basis, is determined to be invalid or unenforceable with respect to any particular Claim, then that Claim shall not proceed in arbitration but rather will be resolved in a court of competent jurisdiction. If that happens, however, the arbitration provisions in this Section will still be fully enforceable as to all other Claims, which must be resolved in arbitration on an individual basis. Any arbitrable Claims will be resolved before non-arbitrable Claims, which the parties will jointly request to be stayed pending the conclusion of arbitration.

Nothing in this Section precludes any party from filing or participating in administrative proceedings before state, provincial/territorial, or federal agencies to address alleged violations of law enforced by those agencies. Further, to the extent a party would have to file a timely administrative charge or complaint as a prerequisite to filing a Claim in court, the party must do the same before submitting a Claim to arbitration under this Agreement. Upon receipt of a right-to-sue letter or similar administrative determination, however, the Claim can only be resolved in individual arbitration pursuant to the terms of this Agreement.

This Section also does not prevent any party from applying to a court of competent jurisdiction for any interim or provisional relief available under the law that is necessary to protect the rights of that party, pending the establishment of the arbitral tribunal. This Section further does not prevent any party from filing any Claim that otherwise qualifies in small claims court on an individual basis.

#### Equitable Remedies:

Except for individual Claims brought in small claims court, the arbitrator shall determine all issues of liability on the merits of any Claim asserted by you or TurfTasker, and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim. To the extent that you or TurfTasker prevail on a Claim in arbitration and seek injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the general public, the entitlement and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual Claims in arbitration.

#### Rules and Logistics Governing Arbitration:

The arbitration shall be conducted before a single neutral arbitrator mutually selected by the parties, or, if they cannot agree, pursuant to AAA Streamlined Arbitration Rules and Procedures. The arbitrator shall also have the sole and exclusive authority to determine the enforceability, interpretation, and implementation of this Agreement, as well as the

arbitrability of disputes under this Agreement, except that the enforceability and interpretation of the Class Action Waiver shall be decided solely by a court of law having jurisdiction over the issue. The arbitrator shall issue a written decision that contains the essential findings and conclusions on which the decision is based.

Each party will pay the fees for his, her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law.

A demand for arbitration must be in writing and delivered by hand or first-class mail to the other party within the applicable statute of limitations period. Any demand for arbitration shall be provided to TurfTasker's Legal Department, 766 La Feil Drive, Manchester, Missouri 63021. Any demand for arbitration made by TurfTasker shall be provided to the last address on file with TurfTasker. The arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration.

In arbitration, the parties will attempt to agree on the procedural rules to be used to govern the arbitration proceeding to the extent such rules are not already set out in this Agreement, subject to approval by the arbitrator. If the parties cannot reach such an agreement, AAA Rules shall apply. In all cases, the parties shall have the right to conduct adequate civil discovery, bring dispositive motions, and present witnesses and evidence as needed to present their cases and defenses, consistent with the expedited nature of arbitration, and any disputes in this regard shall be resolved by the arbitrator. In all cases, you may choose to have the arbitration proceeding conducted in the jurisdiction in which you reside, at another mutually agreed upon location, or entirely by phone.

Within thirty (30) days of the close of the arbitration hearing, any party will have the right to prepare, serve on the other party and file with the arbitrator a brief. The arbitrator may award any party any remedy to which that party is entitled under applicable law, but, to the extent permitted by applicable law, such remedies shall be limited to those that would be available to a party in his, her or its individual capacity in a court of law for the claims presented to and decided by the arbitrator, and no remedies that otherwise would be available to a party in his, her or its individual capacity in a court of law will be forfeited by virtue of this Agreement. The arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. Except as may be permitted or required by law, as determined by the arbitrator, or as necessary to confirm or enforce the arbitrator's award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration.

#### **XXXI. ADDITIONAL PROVISIONS AND TERMS**

**Entire Agreement.** These Terms and Conditions represent the entire agreement between you and TurfTasker regarding the use of the Services and supersedes any other agreement or understanding on the subject matter. These Terms and Conditions, your rights and obligations, and all actions contemplated by these Terms and Conditions shall be governed by the laws of the State of Missouri, United States of America. As a condition of using the Services, each user agrees that any and all disputes and causes of action arising out of or connected with the Services, shall be resolved through arbitration, with such arbitration to be held in Saint Louis, Missouri, United States of America.

**No Partnership, Employment or Agency Relationship.** Nothing contained herein will be construed to constitute TurfTasker as a partner, employee or agent of any other party, nor will any party hold itself out as such. No party has any right or authority to incur any warranty, liability or obligation of any kind (express or implied) on behalf of TurfTasker. No agency, partnership, joint venture, or employment is created as a result of these Terms and Conditions.

**Controlling Law.** These Terms and Conditions and other policies instituted by TurfTasker will be governed by and construed in accordance with the laws of the State of Missouri, United States of America, without effect to conflict of laws provisions. Except as required under the Agreement to Arbitrate and Class Action Waiver in these terms, any claims or legal proceeding arising out of or related to the Services will be brought solely in the state and federal courts located in Saint Louis, Missouri, United States of America, and you hereby consent to the jurisdiction of such courts. Additionally,

except where prohibited by law, as a condition of using the Services, you agree that any and all disputes and causes of action arising out of or connected to the Services shall be resolved individually, without resort to any form of class action. You also agree that regardless of any statute or law to the contrary, any claim or cause of action arising from or related to the use of the Services must be filed within one (1) year after such claim or cause of action arose or be forever barred. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

**Non-Waiver of Rights.** Our failure to exercise or enforce any right or provision of these Terms and Conditions or other policies shall not constitute a waiver of the right or provision. Performance by any party of any obligation hereunder shall be excused if and for so long as such breach or failure to perform is caused by a force majeure event, and prompt notice thereof has been given to the other party. If any party fails to perform any duty or obligation hereunder as a result of a force majeure event, such party shall be required to fulfill its obligations hereunder within a reasonable time after the force majeure event ceases to exist.

**Assignment and Delegation.** You may not assign or delegate any rights or obligations under the Agreement. Any purported assignment and/or delegation by you shall be ineffective. TurfTasker may assign these Terms and Conditions in whole or in part. We may freely assign or delegate all rights and obligations under the Agreement, fully or partially without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you, TurfTasker for any third party that assumes our rights and obligations under this Agreement.

**Alpha and Beta Testing.** The Services include any alpha or beta testing or other evaluation or use of products and services, features, functionality, and all components thereof (whether in final or pre-release form) that we may conduct ("Testing"). Except to the extent otherwise provided in another agreement between you and TurfTasker, your participation in any Testing and use of any content, information, or other materials in connection with such Testing shall be subject to this Agreement.

**International Matters.** TurfTasker is controlled and operated from TurfTasker's United States offices in Missouri. We make no representation that the Services are appropriate or available for use in any particular country or location. Those who choose to access TurfTasker do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. The Services, including software from TurfTasker, is further subject to United States export controls. None of the Services, including software from TurfTasker, may be downloaded or otherwise exported or re-exported in violation of any applicable law, rule or regulation.

**Severability.** If any provision of these Terms and Conditions is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms and Conditions shall otherwise remain in full force and effect and be enforceable. These Terms and Conditions are not assignable, transferable or sublicensable without our prior written consent. If any provision of these Terms and Conditions or other policies is found by a court of competent jurisdiction to be invalid, then you agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of these Terms and Conditions and other policies remain in full force and effect.

Updated by TurfTasker on May 12, 2020