

WEBSITE TERMS OF USE

Introduction

These Terms of Use (the "Terms") govern each website, mobile site, application, and/or other service (each a "Service" and collectively "Services") that links to these Terms, which is binding on all individuals and entities that access, visit, and/or use the Services, whether acting as an individual or on behalf of an entity, including those using processes to harvest, crawl, index, scrape, spider, or mine digital content by automated or manual process or otherwise (collectively, "you" or "your").

The Terms may be modified at any time by us upon posting of the modified Terms. Any such modifications shall be effective immediately. Accordingly, you should review the Terms periodically to determine if any changes have been made. By using the Services, you accept any changes and revisions to the Terms. If you do not agree with the Terms, or if you violate or act inconsistently with them or any other applicable terms, your access to and use of the Services is unauthorized. We reserve the right to terminate, suspend, or restrict your access to the Services and refuse to fulfill any obligations under the Term, with or without notice. Additionally, we may deny you future access to the Services. We reserve the right to take any technical, legal, or other measures necessary to prevent violations and enforce the Terms, with or without notice. This may include cooperating with law enforcement agencies and pursuing civil or criminal actions for any illegal activities involving the Services.

Ownership

All information, text, images, video, audio, material, software, products or services ("Content") included in the Services are and shall continue to be the property of Stoney's Landscaping (the "Site Owner") or its content suppliers, and is protected under applicable copyright, patent, trademark, and other proprietary rights. Product and company names mentioned in the Services may be trademarks of its respective owners. The text, information, images, audio, video, and all other content in the Services including the selection, compilation, arrangement, presentation of all materials, and the overall design are protected by copyright. Information, images, logos, copy and trademarks contained in the Services, including but not limited to the text, images, audio, or video, may not be used in any manner, or for any purpose, without Site Owner's express written permission.

Site Use

The Site Owner grants you a limited, revocable, and nonexclusive permission to view and use the Services and to print individual pages from this website for your own personal, noncommercial use, ***provided that*** you agree to and accept without modification the notices, terms and conditions set forth herein. Your use of the Services is at the sole discretion of the Site Owner and Site Owner may terminate your use at any time. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of the Services.

Whether on behalf of yourself or another third party, you may NOT do any of the following in connection with the Services and Contents:

- o modify, duplicate, adapt, translate, distribute, redistribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, sell, or otherwise exploit any Content or any part thereof, for any purpose (including commercial purpose) except those expressly authorized in these Terms without Site Owner's express written consent.
- o Except as provided in these Terms, download, copy, or transmit any Content for the benefit of any third party without the express written consent of Site Owner.

- o Interfere with or disrupt the operation of the Services or the systems, networks, or servers used to make the Services available, including by hacking or defacing any portion of the Services; or violate any procedure, policy, or requirements of such servers or networks.
- o Use any robot, spider, site search/retrieval application or other manual or automatic devices to access, modify, download, retrieve, index, query, "scrape," "data mine" or otherwise collect or gather any Content, or reproduce or circumvent the navigational structure or presentation of the Services, without Site Owner's express prior written consent.
- o Make any commercial, advertising, promotional, or marketing use of the Services and/or Content, except as permitted by law or as expressly permitted in writing by Site Owner.

Compliance with Laws

You agree to comply with all applicable laws regarding your use of the Services and any purchase you make. You further agree that information provided by you is truthful and accurate to the best of your knowledge.

Third Party Sites

The Services may contain links to other web sites on the Internet that are owned and operated by third party vendors and other third parties ("External Sites"). Additionally, when you use the Services, you may also be using the services of third parties and you acknowledge that your use of those services may be subject to separate terms of use, including *Google's Terms of Service*. We have no responsibility for content of these third party sites and therefore do not represent, warrant, or endorse that the contents of such third party sites are available, accurate, complete, or compliant with applicable laws. By using any third party site, you acknowledge and agree that we are not responsible for any aspect of such third party site. You should contact the site administrator or webmaster for those third party sites if you have any concerns regarding such links or the content located on those sites.

Indemnification

You agree to indemnify, defend and hold the Site Owner and their partners, agents, employees, and affiliates, harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of these Terms or use of the Services.

Disclaimer

THE INFORMATION IN THE SERVICES IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. YOU AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SITE OWNER DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE SERVICES SHALL BE TO DISCONTINUE USING THE SERVICES.

Limitation of Liability

UNDER NO CIRCUMSTANCES WILL THE SITE OWNER BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE SERVICES, YOUR SERVICES USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES AND/OR CONTENT IS TO CEASE ALL OF YOUR SERVICES USE.

Price and availability information is subject to change without notice. The Site Owner shall not be required or obligated to honor any price if said price is incorrect or inaccurate, regardless of whether the information was entered by Site Owner.

You may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in these Terms that directly conflict with such laws may not apply to you.

Use of Information

The Site Owner reserves the right, and you authorize them, to use and assign all information regarding Service uses by you and all information provided by you in any manner consistent with our Privacy Policy.

Intended Audience

This website is intended for adults only. This website is not intended for any children under the age of 13.

Privacy

Your use of our Services is also governed by our Privacy Policy. If you are a resident of California, you have specific rights under the California Consumer Privacy Act (CCPA). For more information on your rights and how we handle your personal information, please review our Privacy Policy.

Promotions

Any sweepstakes, contexts, raffles, surveys, games, or similar promotions made available through this website may be governed by rules that are separate from these Terms. If the rules for a promotion conflict with these Terms, the promotion rules will govern.

Pricing, Availability, Taxes, and Surcharges

All prices are subject to change without notice. Prices do not include applicable taxes, shipping, and handling charges, which may be calculated and added at checkout. Prices may vary based on location due to different tax rates and surcharges. You are responsible for paying all applicable sales, use, value-added, and other taxes, duties, and charges associated with your purchase. These charges will be calculated and displayed at checkout and may be based on our location or your delivery address. Additional surcharges may apply depending on your location, and these will also be shown at checkout.

Communication

You agree that by providing your phone number, Site Owner may call and/or send text messages about your interest in products, merchandise, financing, marketing or sales purposes, appointment information, or for any other purpose related to your account. You do not have to consent to receiving calls or texts from Site Owner.

Copyrights and Copyright Agent

If you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please provide a notice containing all of the following information to our Copyright Agent:

- (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (b) A description of the copyrighted work that you claim has been infringed;
- (c) A description of where the material that you claim is infringing is located on this website;
- (d) Your address, telephone number, and e-mail address;

- (e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- (f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Claims of copyright infringement on this website can be sent as follows:
By E-mail: Stoneys@Stoneyslandscaping.com

Governing Law

You agree that the laws of the state of Michigan, without regard to conflicts of laws provisions will govern these Terms and any dispute that may arise between you and Site Owner or its affiliates.

Other Terms

If any provision of these Terms shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect. The failure of the Site Owner to exercise or enforce any right or provision of the Terms shall not operate as a waiver of such right or provision. Any waiver of the Terms by Site Owner must be in writing and signed by an authorized representative of Site Owner. Nothing contained in the Terms or your use of the Services shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions. These Terms constitutes the entire agreement between you and the Site Owner governing your use of the Services, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and the Site Owner with respect to the Services. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the Services.

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