**Terms of Service**

Two Guys One Can LLC Terms of Service

Effective as of 08/01/2023

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Two Guys One Can LLC Terms of Use agreement. For purposes of this agreement, “Site” refers to the Company’s website, which can be accessed at [www.twoguysonecan.com](http://www.twoguysonecan.com) “service” refers to the Company’s services accessed via the Site. The terms “we,” “us,” and “our” refer to the Company. “You” refers to you, as a user of our Site or our Service.

The following Terms of Use apply when you view or use the Service via our website located at [www.twoguysonecan.com](http://www.twoguysonecan.com)

Please review the following terms carefully. By accessing or using the Service, you signify your agreement to these Terms of Service. If you do not agree to be bound by these Terms of Service in their entirety, you may not access or use the Service.

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PRIVACY POLICY

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Two Guys One Can LLC respects the privacy of its service users. Please refer to the Company’s Privacy Policy which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Service, you signify your agreement to the Privacy Policy as well as these Terms of Use.

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PRIVACY POLICY

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1. Our Commitment to Privacy. This notice describes our Privacy Policy. Our Privacy Policy is designed to advise you about how we collect, use, and protect the Personally Identifiable Information you provide. By visiting this site, you are accepting the practices described in this Privacy Policy.

2. What Information is Collected.

(a) Information You Provide to Us:

We collect the Personally Identifiable Information you choose to enter on various pages of our site, or that you may choose to give us in some other way (such as by email, physical mail, or by telephone). For example, you will be asked to provide Personally Identifiable Information when you register for access to certain portions of our site, sign up for newsletters or mailings, or make a purchase.

The categories of Personally Identifiable Information we collect are your first and last name, e-mail address, physical address, and telephone number.

You can choose not to provide certain information, but you may not be able to take advantage of our services and features.

(b) Automatic Information:

When you visit a website, you disclose certain information, such as your Internet Protocol (IP) address and the time of your visit. This site, like many other sites, records this basic information about visits to our site.

(c) “Cookies”:

Cookies are pieces of information that are transferred to your computer from a web server. We use cookies to store visitor preferences, record session information (such as items that you add to your shopping cart) record user-specific information on what pages users access or visit, alert visitors to new areas that we think might be of interest to them when they return to our site, record past activity at a site in order to provide better service when visitors return to our site, ensure that visitors are not repeatedly sent the same banner ads, and to customize Web page content based on visitors’ browser type or other information that the visitor sends. Most browsers are set up to accept cookies, but you can change your settings to have your browser notify you when you receive a new cookie or you can change your settings to refuse to accept cookies.

3. How and When the Information is Used. The information we collect is used for administering our business activities as follows:

(a) to improve the content of our site;

(b) to customize the content and/or layout of site pages for each individual visitor; (c) used to notify consumers about updates to our Web site;

(d) shared with other reputable organizations to help them contact consumers for marketing purposes;

(e) used by us to contact consumers for marketing purposes.

4. How We Protect Your Information. The privacy and protection of your information is important to us. We offer some of our services in connection with other web sites. The affiliated sites may have different privacy practices and we encourage you to read their privacy policies. Your access to some services and content is password protected. We advise that you do not disclose your password to anyone. In addition, we recommend you sign out of password-protected services at the end of your session. You should also be aware that if you voluntarily disclose Personally Identifiable Information on message boards or in chat areas, that information can be viewed publicly and can be collected and used by third parties without our knowledge and may result in unsolicited messages from other individuals or third parties. Such activities are beyond our control and this policy.

5. Who Has Access to the Information. Information about our users is important to us. Access to your information may be provided to third parties who provide technical support for the operation of our site. In addition, we may sell our business or buy, merge or partner with other companies or businesses. In such transactions, user information may be transferred along with other assets. We may also disclose your information in response to a court order and we may disclose your information when we believe we are required to do so by law. We may disclose your information in connection with the collection of amounts you may owe to us and to law enforcement authorities whenever we deem it appropriate or necessary. Please note we may not provide you with notice prior to disclosure.

6. Methods We Use to Protect Your Information. We use security software to protect the confidentiality of your personal information. In addition, our business practices are reviewed periodically for compliance with policies and procedures governing the security and confidentiality of our information. Our business practices limit employee access to confidential information, and limit the use and disclosure of such information to authorized persons. 7. Children. This website does not provide services or sell products to children under the age of 18. If we discover we have received any information from a child under the age of 18 in violation of this policy, we will delete that information immediately. If you believe we have received any information from or about anyone under the age of 18, please contact us at the address listed below.

8. How You Can Access Your Information. You can request access to all your personally identifiable information maintained by us by sending an e-mail to us at the address listed below. Upon request we offer you the ability to have inaccuracies corrected in your personally identifiable information. You can have this information corrected by sending us an e-mail at the address listed below.

9. Consent. By using our website, you consent to the collection and use of your personal information as described in this Privacy Policy.

10. Changes to Privacy Policy. If our Privacy Policy or procedures change, we will immediately post those changes to our website. Any such changes will be effective immediately upon being posted, unless otherwise stated in the change.

11. Effective Date. This Privacy Policy is effective as of 08/01/2023

12. Contact email. You may contact us concerning this Privacy Policy at the following e-mail address Service@twoguysonecan.com.

ABOUT THE SERVICE

Two Guys One Can LLC provides contactless, curbside residential garbage and recycling bin cleaning, commercial dumpster cleaning, and pressure washing services. Services, subscription, and payment options are listed on our website under “Services & Rates” at [www.twoguysonecan.com](http://www.twoguysonecan.com). We will provide the services to you as described in your order (the “services”) in accordance with these Terms.

We will use reasonable efforts to meet the performance dates specified in this Agreement, but any such dates shall be estimates only.

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Weather & Scheduling

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We will perform bin cleaning services on the day of your scheduled garbage and recycling collection or the scheduled day.

You may suggest servicing days in your customer notes in your customer portal, Or by emailing service@towguysonecan.com, or calling 262-975-2267. We will make reasonable efforts to comply with your requests, but requests are not guaranteed. Trash bin cleanings are provided twelve months out of the year, from January to December. Trash bins cleanings during December, January, and February are available if weather permits.

To maintain the integrity of our equipment, we do not operate when the temperature drops below 32°F, or if, in our discretion, weather conditions are not suitable to operate our equipment.

If the weather forecast indicates a temperature below 32°F, 24 hours prior to your scheduled service, your service will automatically be rescheduled within two weeks, or you will be issued a refund for the missed service.

We reserve the right to reschedule or cancel appointments. We will use reasonable efforts to reschedule missed service stops in a timely manner.

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Needed from the Customer.

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You agree to work with us in all matters relating to the Services and provide such access to your premises as we may reasonably request for the purposes of performing the Services. You agree to respond promptly to our requests to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for us to perform Services in accordance with the requirements of this Agreement.

For us to perform the Services, you must abide by the following conditions or Services may be interrupted, postponed, or discontinuation:

Trash bins must be placed easily accessible to our team on scheduled service days. If bins can not be left curbside, please leave them by the garage or side of the house. If your trash bins are not curbside or easily accessible when we arrive to perform the services, we will skip your address and notify you by a note, email, and/or text/phone call to reschedule the services. If you have not rescheduled within one week of the missed service, you will no longer have the option to be rescheduled and you will NOT be issued a refund or credit for that missed service.

If the client knows he/she will not be available to put bins out for a scheduled cleaning, it is his/her responsibility to contact Two Guys One Can LLC to notify them no later than 9:00 p.m. the night before the scheduled service.

Trash bins must be completely empty. Trash bins must be free of motor oils, chemicals, paint, glue or other adhesives, animal waste, yard debris, or any other hazardous waste. It is your responsibility to maintain your trash bins in good condition and repair. Only items permitted by local ordinance should be placed in trash bins. We will not service cracked or damaged trash bins.

We reserve the right to refuse service if our trained staff believes a trash bin does not meet the above standards or work cannot be provided safely or to our high standards. If our staff cannot perform service for reasons stated above, we will take pictures, document the issue preventing service, and/or notify you to resolve the issue.

You have one week to resolve the issue and reschedule service. If you do not resolve the issue and reschedule the service within one week, we reserve the right to suspend your account and withhold future services until you resolve the issue without providing you a refund or credit.

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Two Guys One Can LLC Pledge.

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We will perform services on the day of your scheduled garbage and recycling collection or the scheduled day.

Clean bins will be brought to your house after cleaning if your driveway is less than 250 feet long.

If we fail to perform agreed upon Services on the scheduled day of service for a reason other than your failure to meet the above Customer Obligations or weather, we will, at our option, compensate you by (a) refunding the cost of the missed service, (b) crediting the of cost of the missed service to your account, or (c) rescheduling the service within seven days. Two Guys One Can LLC does not service cracked or damaged trash bins. Upon arrival, our trained staff inspect all trash bins before cleaning. If your bin is damaged, we will take pictures, document the damage, and notify you. You must obtain a replacement bin before the next service appointment is scheduled. You have one week from the missed service to reschedule service.

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Customer Acts or Omissions.

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If performance of our obligations under this Agreement is prevented or delayed by your act or omission, we shall not be deemed in breach of our obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained by you, in each case, to the extent arising directly or indirectly from such prevention or delay.

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Modifications to Terms of Agreement.

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We reserve the right to modify this Agreement at any time by posting the revised agreement on [www.twoguysonecan.com](http://www.twoguysonecan.com), or emailing the revised agreement terms to the email address provided on your customer account.

We reserve the right to modify the Services at any time without notice to you. We will use reasonable efforts to inform our customers of important announcements and changes through social media posts, or by contacting customers by email and/or phone.

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Fees and Charges; Payment Terms; Interest on Late Payments.

In consideration of the provision of our services and the rights granted to you under this agreement, you agree to pay the fees and charges for the services to which you subscribe. We reserve the right to modify and update fees, charges, payment terms, and subscription plans for services at any time. Existing customers will be notified of any changes to their billing by text/phone call, and/or email. Failure to terminate your account with Two Guys One Can LLC after being notified of such changes will be conclusive evidence of your acceptance of the modified fees and other changes.

Our obligation to provide the Services is contingent upon your prompt payment of all fees and charges.

You may opt to provide debit card or credit card account information (“Payment Method”), which Payment Method can be saved within our client hub wallet. By providing a payment method, you authorize us to charge your payment method at the interval of your selected plan. You authorize us to charge any payment method associated with your account if your primary payment method is declined, or no longer available to us for payment of fees and charges. If the issuer of your credit or debit card does not pay us for any reason, you agree to pay all amounts due us, including but not limited to all fees relating to the delinquent payment, upon our demand.

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Upon receiving a request for service, Two Guys One Can LLC will issue an initial quote to the client. The quote must be signed and approved by the customer.

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Payment for recurring services are due after first service. Second service will not be initiated unless payment for service plan is paid in full or an agreed payment plan is in place. Payment for As needed service is due upon receipt of invoice. Two Guys One Can LLC will charge the client's credit card on file for the appropriate service plan fee.

If you choose to decline a payment method, you can email us at service@twoguysonecan.com or call us at 262-975-2267 to set up service and receive an invoice for services to be provided through email. Invoices for advance services must be paid in full before services will be provided.

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You are responsible for keeping your billing information and payment method up to date for each billing cycle. You may update your billing information and/or payment method by using your client portal or calling us at 262-975-2267.

A late fee of $15 will be added to your account if it is more than 14 days past due. You agree to pay the late fee.

If payment is not received within 30 days after becoming due, we may: (a) charge interest on any such unpaid amounts at a rate of 1.5% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and (b) suspend performance of all services until payment has been made in full. You agree to pay the interest charges.

We reserve the right to suspend your customer account or terminate services without notice if your payment method rejects any charges or if your card issuer requests a return of any previously made payments made to us. The rights reserved in this section are in addition to any and all other legal rights or remedies available to us.

Recurring services will automatically be carried over from year to year unless otherwise terminated by the client at the end of the cleaning year.

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Cancelation of Service

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Service may be canceled at any time up to 48-hours before your next scheduled cleaning by sending an email to Service@twoguysonecan.com. If notice of cancellation is not received prior to the 48-hour required notice, then your next service will take place as scheduled and then your cancellation of services will take effect thereafter.

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Canceling After First Cleaning of Service Plans

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If the client requests any recurring service and cancels after the first cleaning, the Client will be charged for a One-Time cleaning fee minus any payment previously received. Canceling After First Cleaning

Taxes.

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You are responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by you under this agreement.

REGISTRATION; RULES FOR USER CONDUCT AND USE OF THE SERVICE

You need to be at least 18 years old, and a resident of the United States to register for and use the Service.

If you are a user who signs up for the Service, you will create a personalized account which includes a unique username and a password to access the Service and to receive messages from the Company. You agree to notify us immediately of any unauthorized use of your password and/or account. The Company will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your member name, password and/or account.

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USE RESTRICTIONS

Your permission to use the Site is conditioned upon the following use, posting and conduct restrictions:

You agree that you will not under any circumstances:

· access the Service for any reason other than your personal, non-commercial use solely as permitted by the normal functionality of the Service, collect or harvest any personal data of any user of the Site or the Service · use the Site or the Service for the solicitation of business in the course of trade or in connection with a commercial enterprise; distribute any part or parts of the Site or the Service without our explicit written permission (we grant the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly-available searchable indices but retain the right to revoke this permission at any time on a general or specific basis); · use the Service for any unlawful purpose or for the promotion of illegal activities; · attempt to, or harass, abuse or harm another person or group; use another user’s account without permission;

· intentionally allow another user to access your account; provide false or inaccurate information when registering an account;

· interfere or attempt to interfere with the proper functioning of the Service; · make any automated use of the Site, the Service or the related systems, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure; bypass any robot exclusion headers or other measures we take to restrict access to the Service, or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data; circumvent, disable or otherwise interfere with any security-related features of the Service or features that prevent or restrict use or copying of content, or enforce limitations on use of the Service or the content accessible via the Service; or publish or link to malicious content of any sort, including that intended to damage or disrupt another user’s browser or computer.

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POSTING AND CONDUCT RESTRICTIONS

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When you create your own personalized account, you may be able to provide (“User Content”) to the Service. You are solely responsible for the User Content that you post, upload, link to or otherwise make available via the Service.

You agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. The Company, however, reserves the right to remove any User Content from the Service at its sole discretion.

We grant you permission to use and access the Service, subject to the following express conditions surrounding User Content. You agree that failure to adhere to any of these conditions constitutes a material breach of these Terms.

By transmitting and submitting any User Content while using the Service, you agree as follows: · You are solely responsible for your account and the activity that occurs while signed in to or while using your account;

· You will not post information that is malicious, libelous, false or inaccurate; · You will not post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive; · You retain all ownership rights in your User Content but you are required to grant the following rights to the Site and to users of the Service as set forth more fully under the “License Grant” and “Intellectual Property” provisions below: When you upload or post User Content to the Site or the Service, you grant to the Site a worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform that Content in connection with the provision of the Service; and you grant to each user of the Service, a worldwide, non-exclusive, royalty-free license to access your User Content through the Service, and to use, reproduce, distribute, prepare derivative works of, display and perform such Content to the extent permitted by the Service and under these Terms of Use; · You will not submit content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, or others, unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content; and

· You hereby agree that we have the right to determine whether your User Content submissions are appropriate and comply with these Terms of Service, remove any and/or all of your submissions, and terminate your account with or without prior notice.

You understand and agree that any liability, loss or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Service is solely your responsibility. The Site is not responsible for any public display or misuse of your User Content.

The Site does not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or technology we employ, may monitor and/or record your interactions with the Service or with other Users.

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ONLINE CONTENT DISCLAIMER

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Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by the Site, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content.

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We do not guarantee the accuracy, completeness, or usefulness of any information on the Site or the Service nor do we adopt nor endorse, nor are we responsible for, the accuracy or reliability of any opinion, advice, or statement made by other parties. We take no responsibility and assume no liability for any User Content that you or any other user or third party posts or sends via the Service. Under no circumstances will we be responsible for any loss or damage resulting from anyone’s reliance on information or other content posted on the Service, or transmitted to users.

Though we strive to enforce these Terms of Service, you may be exposed to User Content that is inaccurate or objectionable when you use or access the Site or the Service. We reserve the right, but have no obligation, to monitor the materials posted in the public areas of the Site or the Service or to limit or deny a user’s access to the Service or take other appropriate action if a user violates these Terms of Use or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious. The Company shall have the right to remove any material that in its sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, or that might violate the rights, harm, or threaten the safety of users or others. Unauthorized use may result in criminal and/or civil prosecution under Federal, State and local law. If you become aware of a misuse of our Service or violation of these Terms of Use, please contact us at service@twoguysonecan.com.

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LINKS TO OTHER SITES AND/OR MATERIALS

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As part of the Service, we may provide you with convenient links to third party website(s) (“Third Party Sites”) as well as content or items belonging to or originating from third parties (the “Third Party Applications, Software or Content”). These links are provided as a courtesy to Service subscribers. We have no control over Third Party Sites or Third Party Applications, Software or Content or the promotions, materials, information, goods or services available on these Third Party Sites or Third Party Applications, Software or Content. Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply our approval or endorsement. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies, including these Terms of Use, no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third Party Site to which you navigate from the Site or relating to any applications you use or install from the Third Party Site.

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COPYRIGHT COMPLAINTS AND COPYRIGHT AGENT

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(a) Termination of Repeat Infringer Accounts. We respect the intellectual property rights of others and requires that the users do the same. Pursuant to 17 U.S.C. 512(i) of the United States Copyright Act, we have adopted and implemented a policy that provides for the termination in appropriate circumstances of users of the Service who are repeat infringers. We may terminate

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access for participants or users who are found repeatedly to provide or post protected third party content without necessary rights and permissions.

(b) DMCA Take-Down Notices. If you are a copyright owner or an agent thereof and believe, in good faith, that any materials provided on the Service infringe upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (see 17 U.S.C 512) (“DMCA”) by sending the following information in writing to the our designated copyright agent at

Two Guys One Can LLC

5818 s. 20th st

Milwaukee, WI 53221:

1. The date of your notification;

2. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

3. A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

4. A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work; 5. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and/or email address;

6. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and 7. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(c) Counter-Notices. If you believe that your User Content that has been removed from the Site is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Content, you may send a counter-notice containing the following information to our copyright agent using the contact information set forth above:

1. Your physical or electronic signature;

2. A description of the content that has been removed and the location at which the content appeared before it was removed;

3. A statement that you have a good faith belief that the content was removed as a result of mistake or a misidentification of the content; and

4. Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in Wisconsin and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by our copyright agent, we may send a copy of the counter-notice to the original complaining party informing such person that it may reinstate the removed content in ten (10) business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may (in our sole discretion) be reinstated on the Site in ten (10) to fourteen (14) business days or more after receipt of the counter-notice.

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LICENSE GRANT

By posting any User Content via the Service, you expressly grant, and you represent and warrant that you have a right to grant, to the Company a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, if applicable, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service.

INTELLECTUAL PROPERTY

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Service, including applicable copyrights, trademarks and other proprietary rights. Other product and company names that are mentioned on the Service may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you under these Terms of Use.

EMAIL MAY NOT BE USED TO PROVIDE NOTICE

Communications made through the Service’s email and messaging system will not constitute legal notice to the Site, the Service, or any of its officers, employees, agents or representatives in any situation where legal notice is required by contract or any law or regulation.

USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM

For contractual purposes, you: (a) consent to receive communications from us in an electronic form via the email address you have submitted; and (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

We may also use your email address to send you other messages, including information about the Site or the Service and special offers. You may opt out of such email by changing your account settings, using the “Unsubscribe” link in the message, or by sending an email to service@twoguysonecan.com or mail to the following postal address:

Customer Support

5818 S. 20th St

Milwaukee, WI 53221

Opting out may prevent you from receiving messages regarding the Site, the Service or special offers.

WARRANTY DISCLAIMER

THE SERVICE, IS PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICE INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

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PURPOSE, TITLE, SECURITY, ACCURACY AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, CONTENT OR OTHER MATERIAL OBTAINED FROM THE SERVICE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO YOU.

LIMITATION OF DAMAGES; RELEASE

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE SITE, THE SERVICE, ITS AFFILIATES, DIRECTORS, OR EMPLOYEES, OR ITS LICENSORS OR PARTNERS, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM: (A) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (B) YOUR USE OR INABILITY TO USE THE SERVICE; (C) THE SERVICE GENERALLY OR THE PROGRAMS OR SYSTEMS THAT MAKE THE SERVICE AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH USE OR WITH ANY OTHER USER OF THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO YOU.

If you have a dispute with one or more users, a restaurant or a merchant of a product or service that you review using the Service, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

MODIFICATION OF TERMS OF SERVICE

We can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. It is your sole responsibility to check the Site from time to time to view any such changes in this agreement. Your continued use of the Site or the Service signifies your agreement to our revisions to these Terms of Use. We will endeavor to notify you of material changes to the Terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration. For this additional reason, you should keep your contact and profile information current. Any changes to these Terms (other than as set forth in this paragraph) or waiver of our rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of one of our officers. No purported waiver or modification of this agreement on our part via telephonic or email communications shall be valid.

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GENERAL TERMS

If any part of this Terms of Service agreement is held or found to be invalid or unenforceable, that portion of the agreement will be construed as to be consistent with applicable law while the remaining portions of the agreement will remain in full force and effect. Any failure on our part to enforce any provision of this agreement will not be considered a waiver of our right to enforce such provision. Our rights under this agreement survive any transfer or termination of this agreement.

You agree that any cause of action related to or arising out of your relationship with the Company must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

These Terms of Service and your use of the Site are governed by the federal laws of the United States of America and the laws of the State of Wisconsin, without regard to conflict of law provisions.

We may assign or delegate these Terms of Service and/or our Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without our prior written consent, and any unauthorized assignment or delegation by you is void.

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