

## JAVA'S COMPOST, LLC TERMS & CONDITIONS

### **BY VISITING JAVA'S COMPOST, YOU ARE CONSENTING TO OUR TERMS AND CONDITIONS.**

#### OVERVIEW

By using JAVA'S COMPOST, referred to as this "Site", all visitors, referred to as "user", "you" and "your" are bound by these Terms and Conditions. The terms "we", "us", and "our" refer to JAVA'S COMPOST, LLC ("Company"). By accessing any area of this Site shall be deemed a use of the Site and an acceptance to the terms and conditions provided herein.

#### SITE USE

Information provided on the Site and related to our service of residential and small scale commercial compost pickup and backyard composting(the "Service") is subject to change. Company makes no representation or warranty that the information provided is accurate.

In order to use the Site and Service, you may be required to provide information about yourself including your name, email address, and other personal information. You agree that any registration information you give to Company will always be accurate, correct and up to date. You shall only be allowed to provide your own personal information and not the information of others.

You may use the Site and Service for lawful purposes only. You shall not post on the Site anything that is false, defamatory, misrepresenting, or would interfere with or restrict any other user from using the Site. This includes, but is not limited to, posting anything unlawful, obscene, libelous, indecent, invasive of privacy, or anything that would cause the potential for civil liability or criminal charges.

Failure to comply with the terms and conditions listed here may cause you to be removed from the Site.

#### INTELLECTUAL PROPERTY

The Site and Service contain intellectual property owned by Company, including, without limitation, trademarks, copyrights, proprietary information and other intellectual property as well as the Company name, logo, all designs, text, graphics, other files, and the selection and arrangement thereof. You may not use in any format whatsoever any of the Site or Service content or intellectual property, in whole or in part without our prior written consent. Any copyright infringement will result in legal action taken on behalf of the Company.

## LIMITATION OF LIABILITY

**UNDER NO CIRCUMSTANCES SHALL COMPANY OR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES, OR OTHERWISE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES ARISING OUT OF YOUR USE OF THE SITE OR SERVICE, INCLUDING BUT NOT LIMITED TO NEGLIGENCE. ADDITIONALLY, COMPANY IS NOT LIABLE FOR DAMAGES IN CONNECTION WITH (I) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE, ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE; (II) LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS, SAVINGS, GOODWILL OR DATA; AND (III) THIRD PARTY THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR INFORMATION OR PROPERTY, REGARDLESS OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE OF AN ESSENTIAL PURPOSE AND WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY. THE FOREGOING APPLIES EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THE DAMAGES, OUR LIABILITY IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW. IN NO EVENT SHALL COMPANY'S CUMULATIVE LIABILITY TO YOU EXCEED \$100.**

## THIRD PARTIES

The Site and the Service may contain links to third party websites and resources. You acknowledge and agree that we are not responsible or liable for the information or services of these third party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with Company. Unless otherwise stated, these Terms and Conditions only cover the use of this Site. Any other link will be covered by the terms and conditions of that specific site. You acknowledge and accept that we are not responsible for the terms or practices of third parties. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

## INDEMNIFICATION

You shall indemnify and hold us harmless from and against any and all claims, actions or demands, liabilities and settlements, as well as third party claims and causes of action, including, without limitation, attorneys' fees, resulting from your violation of these Terms and Conditions, or any use by you of the Site or Service. You shall bear the sole financial burden in connection with any such defense, including, without limitation, providing us with such information, documentation and reasonable access to you, as we deem necessary. You shall not settle any third party claim or waive any defense without our prior written consent.

## GOVERNING LAW; VENUE; MEDIATION

This Agreement shall be construed in accordance with, and governed by, the laws of the State of New Jersey, exclusive of its choice of law rules. The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to these Terms and Conditions first by good faith negotiation. The exclusive venue for any arbitration or court proceeding based on or arising out of this Agreement shall be West Orange, New Jersey and any such award shall be binding on the parties. The prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

## MISCELLANEOUS

Should any provision of these Terms and Conditions be or become invalid, illegal, or unenforceable under applicable law, the other provisions shall not be affected and shall remain in full force and effect.

These Terms and Conditions bind and inure to the benefit of the parties' successors and assigns. These Terms and Conditions are not assignable; any transfer, assignment or delegation by you is invalid.

These Terms and Conditions constitute the entire agreement between the parties with respect to its relationship and supersede all prior oral or written agreements, understandings and representations to the extent that they relate in any way to the subject matter hereof. No waiver of any of the provisions shall bind either party unless set forth in a writing specifying such waiver, consent or amendment signed by both parties.

The headings of these Terms and Conditions are provided for convenience only and shall not affect its construction or interpretation.

By using the Site, you agree to these Terms and Conditions, without modification, and acknowledge reading them. We reserve the right to change these Terms and Conditions or to impose new conditions on use of the Site, from time to time, in which case we will post the revised Terms and Conditions on this Site. By continuing to use the Site after we post any such changes means you accept the new Terms and Conditions with the modifications.

## CHILDREN

To access or use the Site, you must be 18 years or older and have the requisite power and authority to enter into these Terms and Conditions.  
Updated: May, 2019