

TERMS AND CONDITIONS

IMPORTANT NOTICE: THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS REGARDING THE REMEDIES AVAILABLE TO CUSTOMER IN THE EVENT OF A DISPUTE BETWEEN CUSTOMER AND GREEN'S LAWCARE & PROPERTY SERVICES, LLC (Parent Company) DBA Green's Lawncare, Blue Duck Lawn Care, Blue Duck Pest Control or Indy Christmas Light Pro's.

CUSTOMER ACKNOWLEDGMENT: Customer hereby acknowledges that: 1) Customer is 18 years of age or older and has authority to enter into an agreement for lawn care services; 2) that Customer has read and fully understands these terms and conditions; and 3) that these terms and conditions shall be deemed a binding part of Customer's agreement with Green's Lawncare for lawn care, pest control or Christmas lighting services entered through the Green's Lawncare website, or by telephone, email, and/or any other method. Customer acknowledges that these terms and conditions are a material inducement for Green's Lawncare to enter into an agreement with Customer. Lawn care treatments must be applied in compliance with product label requirements. Accordingly, Customer agrees to follow instructions regarding product label requirements that are left with Customer following a lawn care treatment, including, but not necessarily limited to, watering in the treatment.

CONTINUOUS SERVICE: To optimize the effectiveness of the services provided, Customer's plan shall continue from year to year without any action on Customer's part. This includes any recurring services purchased initially or added at a later time. Customer's plan will continue unless Customer contacts Green's Lawncare at 317-748-3153 to cancel. Customer or Green's Lawncare may cancel service at any time, subject to Customer's obligation to pay for all services as provided herein. All pre-paid amounts shall be NON-REFUNDABLE and any remaining account balance for prepay Customers who terminate their annual plan early (prior to completion of all scheduled plan applications) shall remain the property of Green's Lawncare, LLC. Any amount outstanding at the time of the plan's termination shall be paid to Green's Lawncare within fourteen (14) days of termination. Green's Lawncare reserves the right, in its sole discretion, to implement annual price increases due to inflation, cost of goods and services, or other economic factors without advance notification to Customer so long as increase is less than 7.5%. Notice of this price increase greater than 7.5% would occur upon the plan's renewal.

COST OF SERVICES/BILLING: Except as otherwise set forth herein, billing for each lawn application (and applicable fuel surcharges) will occur after service is rendered with payment due upon receipt of invoice. Customer acknowledges and agrees that if gasoline prices exceed \$4.25 per gallon on the date services are rendered a \$5 surcharge will be added to the invoiced amount for said services. All new Customers are required to enroll in Green's Lawncare's Auto-Pay program or prepay for their annual lawn care service plan. Customer will only be offered prepay at the start of year 2, first year Customers will not have the option to prepay for service. The cost of services in a Customer's plan may vary. Current year discounts may not apply in subsequent years. Any credits or discounts offered by Green's Lawncare shall only be applied to future Green's Lawncare services and are not redeemable by Customer for cash.

AUTO-PAY AGREEMENT: Customer's enrollment in the Green's Lawncare Auto-Pay option constitutes Customer's agreement to the following terms and provisions which shall be deemed a binding part of Customer's agreement to receive and pay for services provided by Green's Lawncare. Please read these provisions carefully and contact Green's Lawncare immediately in the event that you wish to cancel your Auto-Pay Enrollment.

- Customer agrees to pay for all services provided and authorizes Green's Lawncare to initiate electronic payment transactions from the credit card account that Customer has provided to Green's Lawncare. Customer's consent applies to all invoices issued by Green's Lawncare for all services provided at any time, including invoices for services that automatically renew each year. All payments will be automatically withdrawn from Customers specified credit card account on the date Green's Lawncare issues an invoice for services unless Customer terminates the above authorization in the manner described herein.
- Customer understands and agrees that Green's Lawncare shall automatically charge Customer's credit card account, as applicable, for the total amount due on Customer's account. The charge or debit shall be initiated by Green's Lawncare as required without further notice to Customer. Green's Lawncare SHALL BEAR NO LIABILITY OR RESPONSIBILITY FOR ANY LOSSES OF ANY KIND THAT CUSTOMER MAY INCUR AS A RESULT OF A PAYMENT MADE ON ITEMS INCORRECTLY BILLED OR FOR ANY DELAY IN THE ACTUAL DATE ON WHICH CUSTOMER'S ACCOUNT IS DEBITED OR CUSTOMER'S CREDIT CARD IS CHARGED.
- Customer agrees to promptly notify Green's Lawncare in the event of any billing errors so that Green's Lawncare can correct any such errors. If Customer's payment is rejected, refused, returned, disputed, or reversed by Customer's financial institution or card issuer for any reason, Green's Lawncare shall have

the right to immediately terminate its agreement with Customer and Customer agrees to repay the amount owed within forty-eight (48) hours.

- Green's Lawncare reserves the right to terminate Customer's Auto-Pay enrollment at any time. Green's Lawncare would remove any stored Credit Card/Billing information.
- Customer is responsible to verify whether or not any additional charges will be applied by Customer's credit card issuer and agrees to be bound by any rules that Customer's financial institution requires for pre-authorized credit card transactions. Customer is responsible for all fees charged by your financial institution associated with this pre-authorized payment option.
- Green's Lawncare reserves the right to revise the terms of Auto-Pay Enrollment from time to time and will provide notice of any such changes by posting revisions on the Green's Lawncare website which shall be deemed effective at the time of posting. If Customer does not agree with any such revisions, Customer must terminate the Auto-Pay Enrollment immediately. Customer's continued use of the Auto-Pay Enrollment constitutes Customer's agreement with these terms and conditions, as amended.

CHECK PROCESSING POLICY ACH: Payment by check constitutes Customer's authorization to either use information from Customer's check to make a one-time electronic fund transfer from Customer's account or to process the payment as a check transaction. If Green's Lawncare uses information from Customer's check to make an electronic fund transfer, funds may be withdrawn from Customer's account as soon as the same day payment is received and Customer will not receive a copy of the check back from Customer's financial institution. If any check, draft, credit card, or EFT transfer payable to Green's Lawncare is not honored, Green's Lawncare will assess a \$35.00 fee for each such item if failed payment was made by check, and a \$10 fee for each such items if failed payment was made by a Credit Card (in addition to all other rights and remedies for the unpaid balance).

LATE FEES: A service charge of 1.5% (based on the total amount due) per month shall be added to the unpaid balance of all accounts not paid within 30 days. If payment is not timely made, Customer agrees to be responsible for and reimburse Green's Lawncare for all costs of collection, including any court fees and attorney's fees incurred for the collection of your account. If an account has an unpaid balance for an excess of 30 days, Customer may be sent to Collections at the discretion of Green's Lawncare.

DEPOSIT: At the discretion of Green's Lawncare, a deposit may be required prior to service.

NON-PAYMENT/DEFAULT: The obligation of Green's Lawncare hereunder is conditioned upon payment in full of all service charges and failure to pay such charges permits Green's Lawncare to cancel this agreement in its entirety and discharge Green's Lawncare of any liability. The Customer understands and acknowledges that all amounts paid shall be deemed the property of Green's Lawncare. If Customer has failed to pay, the account may be immediately suspended.

ACCESS TO PROPERTY: Customer authorizes Green's Lawncare to access Customer's property on days and times of Green's Lawncare's choosing to provide the services requested. Green's Lawncare may further move personal property on the grounds as may be reasonably needed to perform its services.

CUSTOMER RESPONSIBILITY: All miscellaneous items including: Trash, Animal Mess, Furniture, Water Hose(s), Large Sticks, etc. must be picked up from the lawn prior to Green's Lawncare's arrival for service. If Customer does not clean up the lawn before the arrival of Green's lawncare, service might be rescheduled to another date, or charged a fee for clean up done by Green's Lawncare staff.

DIGGING: For projects that require digging (aerations), Green's Lawncare will call 811 for their customers. Customers understand that Green's Lawncare may go as deep as 4" below the surface in delivering these services. All invisible fences, cables, and irrigation heads, etc. **MUST BE MARKED** prior to service and is the responsibility of homeowner. Customer can mark with spray paint, flags, or similar items. Customer agrees to assume responsibility for any damage done to items listed above, or any cables, wires, etc. that are buried less than 6" deep, if they are not marked prior to Green's Lawncare arrival.

CONTACT INFORMATION: By providing your phone number to Green's Lawncare, Customer understand and expressly consents for Green's Lawncare, along with its agents and affiliates, to contact Customer by telephone, including through the possible use of an automatic telephone dialing system or other automated technology, text and pre-recorded message, with marketing messages, offers and other information regarding Green's Lawncare's products and services. Customer expressly consents to be contacted through such means at the telephone numbers (including wireless numbers) that Customer provides to Green's Lawncare. Customer represents and warrants that any mobile or wireless telephone number provided belongs to Customer and is associated with Customer's account for a mobile device in Customer's possession. Customer agrees to notify Green's Lawncare immediately if Customer's mobile or wireless telephone number changes and further agrees to indemnify and hold Green's Lawncare harmless for all claims, damages, and liabilities resulting from

Customer's failure to do so. Consent to be contacted is not a requirement of purchase. Should Customer have any questions about which addresses, telephone numbers or email addresses Customer provided to Green's Lawncare, or should Customer wish to stop receiving calls from Green's Lawncare, please review your account information or call Green's Lawncare at 317-748-3153.

BINDING EFFECT: This document constitutes a valid binding agreement between Customer and Green's Lawncare. The rights and obligations created hereunder are binding upon Customer and Green's Lawncare and their respective successors. Green's Lawncare may assign any of its rights and obligations to another company. No other person shall acquire or have any rights under or by virtue of these Terms & Conditions.

MODIFICATIONS: Green's Lawncare reserves the right to revise its terms and conditions from time to time. Customer will be notified of any changes and agrees that Customer's continued use of Green's Lawncare services after receiving such notice constitutes acknowledgement and agreement to be bound by the revised terms and conditions.

INDEMNIFICATION: Green's Lawncare shall be entitled to indemnification from the Customer for any loss, damage or claim incurred by Green's Lawncare by reason of any act or omission under these Terms performed or omitted by Customer.

ENTIRE AGREEMENT: These terms constitute the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between parties.

WAIVER / SEVERABILITY: Green's Lawncare's failure to enforce any of these Terms or Conditions shall not be deemed a waiver of Green's Lawncare's rights. If a court finds a provision in this Agreement to be invalid, Customer and Green's Lawncare agree that such court should incorporate a similar provision that would be considered valid, with all other provisions remaining valid and enforceable.

NOTICES: Written notice to Green's Lawncare may be sent to 5128 W 79th St. Indianapolis, IN 46268. Any notice, demand, or request with respect to these terms and conditions shall be in writing and shall be effective only if it is delivered by, by personal service, by air courier with receipt of delivery, mailed, certified or registered mail with return receipt requested, postage prepaid to the address set forth above. Customers agree that notice may be sent by Green's lawncare by electronic mail to the e-mail address provided by client, or by written service as described above to the address

provided by the client. Electronic communication from Green's Lawncare to Customer shall be considered effective upon sending. Any written communication shall be effective when they are received by the addressee; if sent by certified mail in the matter set forth above, they shall be effective five (5) days after being deposited in the mail. Any party may change their address for such communications by giving notice to the other party in conformity with this section.

SURVIVAL: The terms and provisions contained herein that by their nature and content are intended to survive the performance of Green's Lawncare's obligations shall so survive the completion of the performance, expiration and termination of this Agreement.

NOTICE OF CLAIM AND OPPORTUNITY TO CURE: Customer acknowledges that Green's Lawncare is a lawn maintenance company that provides lawn maintenance services and that Green's Lawncare is not a home improvement contractor and / or a real property improvement supplier. Green's Lawncare applies all lawn care products per the manufacturer label. Before any claim can be asserted by Customer against Green's Lawncare arising from any alleged breach of its service agreement, or asserting damage or injury to person or property arising from any act or omission on the part of Green's Lawncare or its agents, employees, or representatives, Customer must provide timely written notice to Green's Lawncare identifying and documenting the damage or injury alleged and the acts or omissions that are the basis of Customer's claim. The written Notice of Claim must be presented by Customer to Green's Lawncare within 7 days of the date of the alleged act or omission that caused damage, regardless of the date upon which the damage was first observed. Green's Lawncare will have 60 days following its receipt of Customer's Notice of Claim to investigate Customer's claim and to correct any deficiency or repair any damage that Green's Lawncare determines to have been its responsibility. Customer agrees to provide Green's Lawncare and/or agrees to allow a subcontractor of Green's Lawncare access and a reasonable opportunity to observe, test, document, and investigate Customer's damage claims, and to effect remedial measures. Further Customer agrees to allow a subcontractor of Green's Lawncare choice to inspect and/or replace any damage. The failure of Customer to submit a timely written Notice of Claim constitutes an irrevocable acceptance by Customer of the sufficiency of Green's Lawncare's performance of its agreed obligations. Customer waives and releases all claims for damage or injury allegedly arising from any act or omission on the part of Green's Lawncare or its agents, employees, or representatives that are not asserted in a timely served Notice of Claim.

TIME LIMIT FOR FILING CUSTOMER CLAIMS: Notwithstanding the provisions of any other statutes of limitations, Customer agrees that all claims by Customer against

Green's Lawncare are barred if such claims are not initiated within one year of the last date of service provided by Green's Lawncare to Customer, or the date of the act or omission upon which such claim is based, whichever comes first. A claim is "initiated" when Green's Lawncare receives a written demand for arbitration of such claim. If the arbitration provisions of this agreement are determined inapplicable or unenforceable to such claim, the claim is not "initiated" until Green's Lawncare receives service of a Summons and Complaint.

MANDATORY ARBITRATION: Customer and Green's Lawncare agree that all claims by Customer against Green's Lawncare which in any way relate to this agreement, or to the lawn care services provided to Customer by Green's Lawncare, will be resolved by mandatory binding arbitration. This arbitration requirement applies to all claims, regardless of the legal theory under which such claim is brought, including claims sounding in contract, tort, strict liability, fraud, or based on statute. The arbitration shall be conducted in Marion County Indiana under the Commercial Arbitration Rules of the American Arbitration Association.

LIMITATION OF LIABILITY: In no event shall Green's Lawncare be liable to Customer, and Customer expressly waives and agrees to make no claim for, intangible, consequential, incidental, or indirect damages, including, by way of example, loss of use of property, lost profits, loss of business, damage to reputation, business interruption, or emotional or mental injury. In no event shall Green's Lawncare be liable to Customer, and Customer expressly waives and agrees to make no claim for exemplary or punitive damages, or for statutory minimum damages or treble damages or costs or attorney fees. In any claim for damage to Customer's lawn, plants or landscaping, Green's Lawncare's liability is limited to, and shall not exceed, the amount Customer paid for the lawn care application alleged to have caused the damages claimed by Customer.

ATTORNEYS FEES: If collections, litigation or arbitration is initiated against Green's Lawncare by Customer in violation of the terms of this Agreement, or if Green's Lawncare initiates litigation or arbitration against Customer to enforce Green's Lawncare's rights under the terms of this agreement, Customer agrees to pay Green's Lawncare's litigation / arbitration costs, including attorney fees and costs, incurred in successfully enforcing the terms of this Agreement, or in successfully defending a claim.

CLASS ACTION WAIVER: TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER EXPRESSLY WAIVES ANY AND ALL RIGHTS TO MAKE A CLAIM FOR DAMAGES AS A CLASS MEMBER IN ANY CLASS ACTION OR AS PART OF A PLAINTIFF GROUP. CUSTOMER AND GREEN'S LAWNCARE, LLC AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL

CAPACITY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS OR REPRESENTATIVE ACTION. CUSTOMER WILL NOT CONSENT TO THE CONSOLIDATION OF HIS OR HER CLAIMS WITH THE CLAIMS OF ANY OTHER CUSTOMER OR GROUP OF CUSTOMERS WITHOUT THE EXPRESS WRITTEN CONSENT OF GREEN'S LAWCARE, LLC.

RELEASE OF LIABILITY: The Customer releases and forever discharges Green's Lawncare, their attorneys, and assigns, from all liability, claims, demands, damages, indebtedness, action, and causes of action, known or unknown, arising out of, or in any way related to the services provided by Green's Lawncare. The Customer asserts that the Release of Liability has been completely read and Customer understands and voluntarily accepts this release for Green's Lawncare.

GOVERNING LAW / VENUE: If the arbitration provisions of this agreement are determined to be inapplicable or unenforceable as to any claim of Customer against Green's Lawncare, any litigation between Customer and Green's Lawncare shall be governed by Indiana law and resolved exclusively in the State or Federal courts located in Marion County Indiana. Customer agrees to personal jurisdiction and venue in Marion County Indiana. Customer expressly waives any right to a trial by jury in any litigation against Green's Lawncare.

August 2024