

Website Terms of Use

Introduction

Welcome to the Greenkeeperapp.com website (the “Site”), which is exclusively operated by TurfGrade, LLC (“TurfGrade” or “we” or “us”). By visiting or otherwise using any area of the Site, or downloading, installing, or using any TurfGrade mobile application (“Application”) with an authorized link to these Terms and Conditions of Use (the “Terms”), accessing or using any content, information, services, features or resources available or enabled via the Site or Application, you unconditionally agree to follow and be bound by these Terms. All information we collect on this Site is subject to our Privacy Policy. By using the Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. **If you do not agree with the Terms or the Privacy Policy, you must not access or use the Site.** Please read the Terms carefully before you start to use the Site. The Site is offered and available to users who are 13 years of age or older. By using the Site, you represent and warrant that you are of legal age to form a binding contract with us and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.

Intellectual Property and License

All images, photographs, animations, video, audio, music, text, the overall “look and feel” of the Site, processes, software, technology, features, functionality, and other materials that appear on or are connected to the Site (including the selection, arrangement, and compilation thereof), as well as the business processes used to market products and services (collectively, the “Content”), are owned, controlled, or licensed by TurfGrade, one of its affiliates, or by third parties who have licensed their materials to TurfGrade, and are protected by U.S. and international copyright, trademark, patent, trade secret, and other intellectual property laws.

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If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Site in breach of the Terms, your right to use the Site will cease immediately and you must immediately return or destroy any copies of the materials you have made. No right, title, or interest in or to the Site or any Content is transferred to you, and all rights not expressly granted are reserved by us and/or our affiliates and third-party licensors. Any use of the Site not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

Site Access

We reserve the right to withdraw or amend this Site, and any good or service we provide through the Site or any Content on the Site, in our sole discretion without notice. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users.

To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current, and complete. You agree that all information you provide to register with this Site or otherwise is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy. By using this Site, you agree to be bound by our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time, including if, in our opinion, you have violated any provision of these Terms.

Accessibility

We are committed to providing access to our Site for individuals with disabilities. We strive to keep up with industry standards regarding accessibility of the Site. The Site was designed to satisfy the Web Content Accessibility Guidelines 2.0, W3C World Wide Web Consortium Recommendation (Latest version at <http://www.w3.org/TR/WCAG20/>). Whether you are using assistive technologies like a screen reader, a magnifier, voice recognition software, or captions for videos, our goal is to make your use of our technology a successful and enjoyable experience. If you encounter a problem using or accessing any element of this Site or any of our mobile apps or tools, or would like to provide feedback regarding how we can better accommodate your use of the Site, please contact us and we will work with you to provide the information, item or transaction you seek through a communication method that is accessible for you consistent with applicable law (for example, through telephone support). Please indicate the nature of your accessibility problem, the preferred format you would like to receive Site material, the web address of the inaccessible material, and your contact information so that we may respond in a manner most helpful to you.

Age of Users

The Site is targeted to persons at least 18 years of age. Individuals under the age of 13 are not permitted to use the Site under any circumstances. Individuals who are age 13 or older but under the age of 18 (individually, a “Permitted Minor”, and collectively, “Permitted Minors”) are only allowed to use the Site with the supervision of a parent or legal guardian

who agrees to be bound by these Terms. If you are the parent or guardian agreeing to these Terms on behalf of a Permitted Minor, you are fully responsible for the Permitted Minor's use of the Site, including all financial charges and legal liability that the Permitted Minor may incur. We do not knowingly collect or solicit personal information from children under the age of 13 or knowingly allow such persons to register for an online account or to post personal information on our websites. Should we learn that someone under the age of 13 has provided any personal information to or on our Site, we will remove that information as soon as possible. Although we are proud of the efforts that we have completed and that are in-progress, we at TurfGrade view accessibility as an ongoing effort.

Other Businesses

Parties other than TurfGrade may provide services on this Site (also referred to herein as service providers). In addition, we may provide links to the sites of affiliated companies and certain other businesses. We are not responsible for examining or evaluating, and we do not monitor, endorse, warrant, or make any representations with respect to the offerings of, any of these businesses or individuals or the content of their websites. TurfGrade does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other terms and conditions of use. Your use of all third party links is at your own risk.

Prohibited Uses

You may use the Site only for lawful purposes and in accordance with these Terms. You agree not to use the Site:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including without limitation any "junk mail", "chain letter", "spam", or any other similar solicitation.
- To impersonate or attempt to impersonate TurfGrade, a TurfGrade employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm TurfGrade or users of the Site or expose them to liability.
- To access data not intended for your use or to log onto a server or an account which you are not authorized to access.
- Use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site, including their ability to engage in real-time activities through the Site.
- Impose or attempt to impose (in the sole discretion of TurfGrade or its suppliers affected by your action) an unreasonable or disproportionately large load on TurfGrade's infrastructure, or the bandwidth or infrastructure of the company that hosts the Site.

- Use any device, software, or routine that interferes with the proper working of the Site.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
- Attempt to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with or circumvent the proper working of the Site or any activity being conducted on the Site.

Violations of system or network security may result in civil or criminal liability.

Reliance on Information Posted

TurfGrade makes commercially reasonable efforts to provide accurate information via this Site. TurfGrade, its employees, affiliates, and suppliers make no warranty or representation as to the accuracy, completeness, quality, or usefulness of the Content and assume no liability for any errors or omissions in any portion of the Content. Any reliance you place on such Content is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of the Content.

This Site may include content provided by third parties. These materials do not necessarily reflect the opinion of the Company. We are not responsible or liable to you or any third party for the content or accuracy of any materials provided by any third parties.

Application

You acknowledge and agree that the availability of the Application is dependent on the third party from whom you received the Application license, e.g., the Apple App Store or Google Play Store (“App Store”). You acknowledge that these Terms are between you and TurfGrade and not with the App Store. TurfGrade, not the App Store, is solely responsible for the Site and the Application, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims related thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the Application, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Application. You agree to comply with, and your license to use the Application is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g. the App Store’s terms and policies) when using the Application. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the agreement set forth in these Terms and will have a separate right to enforce them.

With respect to any Application accessed through or downloaded from the Apple App Store (an “App Store Sourced Application”), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system) and

(ii) as permitted by the “Usage Rules” set forth in the Apple App Store Terms of Service. In addition, the following terms apply to any App Store Sourced Application:

- You acknowledge and agree that (i) the Terms are an agreement between you and TurfGrade only, and not with Apple, and (ii) TurfGrade, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.
- You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.
- In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you must deal solely with Apple for any available remedy.
- You acknowledge that, as between TurfGrade and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation.
- In the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party’s intellectual property rights, you acknowledge that Apple will have no responsibility for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- You acknowledge that Apple, and Apple’s subsidiaries, are third-party beneficiaries of these Terms as related to your license of the App Store Sourced Application, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.
- Without limiting any other terms hereof, you must comply with all applicable third-party terms of other agreements when using the App Store Sourced Application.

Indemnification

You agree to indemnify, defend, and hold TurfGrade, and its affiliates, licensors, service providers, suppliers, employees, and agents harmless from all claims, actions, losses, liabilities, damages, costs and expenses (including attorneys’ fees) arising out of or relating to your violation of these Terms or your use of the Site or the Application, including, but not limited to, any use of the Site’s content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Site. If you violate or infringe upon the rights of any third party, they shall have all remedies at law and in equity to enforce their rights against you to the extent applicable arising from your actions.

Disclaimer

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Site and Application will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. THE SITE AND APPLICATION AND ALL INFORMATION, CONTENT,

MATERIALS, PRODUCTS (INCLUDING SOFTWARE), AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE ARE PROVIDED BY TURFGRADE ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PROVIDED BY LAW, NEITHER TURFGRADE NOR ANY PERSON AFFILIATED WITH TURFGRADE MAKES ANY WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, AS TO ANY OF THE FOLLOWING: (A) THE CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE), OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE; (B) THE COMPLETENESS, ACCURACY, RELIABILITY, QUALITY, OR CURRENCY OF ANY CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE), OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE OR THE APPLICATION; (C) THE OPERATION, AVAILABILITY, OR PERFORMANCE OF THE SITE OR THE APPLICATION (INCLUDING THAT THE SITE OR APPLICATION WILL PERFORM UNINTERRUPTED OR ERROR-FREE); OR (D) THE SECURITY OF THE SITE OR APPLICATION OR THE SERVERS THAT MAKE THEM AVAILABLE (INCLUDING THAT THE SITE OR THE APPLICATION OR THE SERVERS ARE FREE OF VIRUSES, SCRIPTS, TROJAN HORSES, WORMS, OR OTHER HARMFUL COMPONENTS). YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE AND APPLICATION IS AT YOUR SOLE RISK.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation of Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL TURFGRADE, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF, OR INABILITY TO USE, THE SITE OR APPLICATION OR FROM ANY CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE), OR SERVICES OBTAINED THROUGH THE SITE, OR THAT RESULTS FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, ERRORS, DEFECTS, DENIAL-OF-SERVICE ATTACKS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO TURFGRADE'S RECORDS, PROGRAMS, OR SERVICES. THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE), AND SERVICES AVAILABLE THROUGH THE SITE OR APPLICATION. TURFGRADE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, PERSONAL INJURY, PAIN AND SUFFERING, AND EMOTIONAL DISTRESS) ARISING FROM THE USE OF THE SITE, OR THE PURCHASE OR DOWNLOAD OF ANY CONTENT, PRODUCTS, OR SERVICES, EVEN IF TURFGRADE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

Violation of the Terms

Any unauthorized use terminates the permission or license granted by TurfGrade. TurfGrade shall have the right to temporarily or indefinitely suspend or terminate your right to use or access all or any part of the Site, including any account therein, without notice and without liability to you, for any reason in TurfGrade's sole discretion, including if you violate any of the Terms. TurfGrade shall have all additional rights and remedies at law and in equity arising from such violation. TurfGrade shall also have the right to take appropriate legal action, including without limitation referral to law enforcement, for any illegal or unauthorized use of the Site.

Waiver and Severability

No waiver by us of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by us to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

Applicable Law and Forum; Limitation on Time to File Claims

All matters relating to the Site and these Terms and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the internal laws of the State of Nebraska without giving effect to any choice or conflict of law provision or rule (whether of the State of Nebraska or any other jurisdiction). You agree that any and all disputes, claims, and causes of action arising out of or connected with the use of this Site or Application: (i) shall be resolved individually, without resort to any form of class action; and (ii) shall be resolved exclusively in the federal courts of the United States or the courts of the State of Nebraska (in each case located in the City of Lincoln and County of Lancaster), and you agree to submit to the nonexclusive personal jurisdiction of such courts and waive any objection to the jurisdiction or the venue of any litigation in said courts.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Copyright Issues

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Site infringe your copyright, you may request removal of those materials (or access to them) from the Site by submitting written notification to our copyright

agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“DMCA”), the written notice (the “DMCA Notice”) must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Site, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

If you believe that material you posted on the Site was removed or access to it was disabled by mistake or misidentification, you may file a counter notification with us (a “Counter Notice”) by submitting written notification to our copyright agent designated below. Pursuant to the DMCA, the Counter Notice must include substantially the following:

- Your physical or electronic signature.
- An identification 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 disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Site may be found) and that you will accept service from the person (or an agent of that person) who provided the Website with the complaint at issue.

Our designated copyright agent to receive DMCA Notices and Counter Notices is: [INSERT DMCA AGENT INFORMATION].

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Similarly, if you fail to comply with all of the requirements of Section 512(g)(3) of the DMCA, your Counter Notice may not be effective.

The DMCA allows us to restore removed content if the party filing the original DMCA Notice does not file a court action to enforce its copyright within ten business days of receiving a copy of a Counter Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Site is infringing your copyright, or if you knowingly materially misrepresent that material or activity on the Site was removed or disabled by mistake or misidentification, you

may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Repeat Infringers

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers, and to withdraw such users' access to the Site.

Changes to Site

We may update the Content and the goods and services offered through the Site from time to time, but such information is not necessarily complete or up-to-date. Any of the material on the Site may be out of date at any given time, and we are under no obligation to update such material.

Changes to Terms and Conditions of Use

These Terms were last updated on May 20, 2021. We reserve the right to update or modify these Terms at any time without prior notice to you. All changes to the Terms are effective immediately when we post them and apply to all access to and use of the Site thereafter. Your continued use of the Site following the posting of revised Terms means that you accept and agree to the changes. For this reason, we recommend that you review these Terms whenever you visit the Site.

Entire Agreement

The Terms, our Privacy Policy, our Privacy Notice for California Residents, and our End User License Agreement constitute the sole and entire agreement between you and us regarding the Site and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Site.

Notices

You authorize us to send you notifications, newsletters, and order receipts to the email address(es) you provide. You may opt out by following the instructions on the message. You confirm that you are the only person who opens e-mail at the address(es) you have provided or that if anyone else opens the e-mail, you waive any claims of a violation of your privacy or of potential third-party disclosure in favor of the convenience of communicating via e-mail.

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