

PEST LOGIC Terms and Conditions

Payment

Customer agrees to pay for service **upon completion** of the service. Pest Logic shall invoice customer immediately upon completion of the service, and reserves the right to withhold future services if payment is not received **within 30 days** of receiving the service.

All payments are in U.S. dollars.

Customer is not entitled to refunds of service, but Pest Logic will make all reasonable efforts to correct the service outcome and expectation.

Credit Card payments will be charged on the day of service using the credit card on file. By placing the credit card on file, the Customer authorizes payments on the day of service. If Customer has outstanding invoices from services rendered, Customer authorizes Pest Logic to charge any outstanding balances for services rendered on the credit card prior to the charge for current services rendered.

All stated pricing is exclusive of all taxes, levies, or duties imposed by taxing authorities, and customer shall be responsible for payment of all such taxes, levies, etc. To the extent that Pest Logic is required to collect, remit or pass through taxes, the applicable amounts shall be added to customer order and presented during billing.

Customer agrees that in the event Pest Logic is unable to collect the fees owed to Pest Logic for any service provided under any proposal or agreement, Pest Logic may take any steps it deems necessary to collect such fees. Customer shall be responsible for all reasonable collections costs and expenses incurred by Pest Logic in connection with such collection activity, including collection fees, court costs and attorneys' fees. Customer further agrees that Pest Logic may collect interest at the lesser of 1.5% per month or the highest amount permitted by law on any amounts not paid when due.

Term

Customer agrees to purchase the services listed in the proposal for the term agreed upon in the proposal. And where not specifically stated otherwise, all service Agreements shall be for a period of one year and renewable each year thereafter.

Customer agrees to pay for all quoted products or other one-time fees on date of service.

Termination

Either party may terminate this agreement by providing written notice not later than 30 days prior to the end of the term of this agreement.

Auto-Renewal – Both parties agree that, at the end of the term of this agreement, this agreement shall renew on a month-to-month basis unless terminated by either party in writing with no less than 30 days advance notice. Should this agreement auto-renew, the agreement shall renew at current prevailing rates for same services.

Customer agrees that, if this agreement is terminated prior to the end of the Term for any reason relating to Customer actions or inactions, Customer continues to be liable for all financial obligations arising from this agreement including, but not limited to, remaining commitments, progress payments or financing repayment.

Pest Logic, in its sole discretion, has the right to suspend or terminate Customer's Account and refuse any and all current or future use of the Services, or any other Pest Logic service, due to Customer's breach of any term contained herein. Such termination of the Service will result in the deactivation or deletion of Customer's Account. Pest Logic reserves the right to refuse Service to anyone for any reason at any time.

Notice of Breach and Cure

In the event of a breach of any term contained herein other than terms relating to Customer's financial obligations to Pest Logic, a party may provide written notice of the breach to a breaching party. When feasible, the breaching party will be given thirty (30) days from the date notice is provided to cure the breach. If the breaching party fails to cure the breach within the allotted time, the noticing party may immediately terminate this agreement by providing written notice to the breaching party. Pest Logic shall not be obligated to provide notice or a period to cure for any breach related to Customer's failure to honor its financial obligations to Pest Logic.

Client agrees that if Pest Logic terminates this agreement due to Customer's breach, Customer continues to be liable for all financial obligations arising from this agreement including, but not limited to, remaining commitments, progress payments or financing repayment.

Suspension of Service

Pest Logic retains the right to suspend Services to Customer should Customer fail to timely pay invoices as agreed to herein, or abide by all policies. Suspension of Services does not release Customer from any confidentiality obligation herein or any financial obligation agreed to as part of any proposal, agreement or financing.

Copyright, Content Ownership and Trademarks

Customer agrees to abide by all terms and conditions as it pertains to the use of logos, systems, copyrights, patents and intellectual property as it pertains to Pest Logic and its service providers.

Acceptable Use Policy

Customer agrees to any and all Acceptable Use Policies ("AUP") as defined herein or in the terms of any of Pest Logic's service providers.

AUP policies are subject to change at any time by Pest Logic and Pest Logic's service providers.

Customer's use of the Services is at Customer's sole risk. Services are provided on an "AS IS" and "AS AVAILABLE" basis.

Customer agrees that Customer's use of Pest Logic's Services for verbal, physical, written or other abuse (including threats of abuse or retribution) is considered a material breach of this agreement and shall result in immediate account termination.

Customer must provide legal full name, a valid email address, and any other information requested.

Customer may not use Services for any illegal or unauthorized purpose. Customer must not, in the use of the Services, violate any laws in Customer's jurisdiction, including but not limited to copyright laws

Warranties

PEST LOGIC EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE. PEST LOGIC DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN ITS PRODUCTS OR ANY ASPECT OF THE SERVICES WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE PRODUCT OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SERVICES IS ASSUMED BY CUSTOMER. FURTHERMORE, PEST LOGIC DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES OR ANY RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PEST LOGIC OR PEST LOGIC 'S AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SHOULD THE PRODUCT OR SERVICES PROVE DEFECTIVE, Customer (AND NOT PEST LOGIC OR PEST LOGIC'S AUTHORIZED REPRESENTATIVE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO CLIENT.

Pest Logic's liability for direct damages, if any, to Customer, its agents, or any third party, pursuant to a breach of this agreement, for any cause whatsoever including Pest Logic's negligence, shall be limited to Pest Logic's obligation to re-perform Services in compliance with the terms of this agreement. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL PEST LOGIC OR ITS SUBSIDIARIES AND AFFILIATES BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR USE OF SERVICES BY Customer.

Indemnification

Customer agrees to defend, indemnify and hold harmless Pest Logic, its subsidiaries, affiliates, licensors, employees, officers, directors, agents, third party information providers, service providers and independent subcontractors against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to Customer's conduct, Customer's use or inability to use the Service or Customer's breach or alleged breach of the Terms or of any representation or warranty contained herein, Customer's unauthorized use of the Service, or Customer's violation of any rights of another.

Privacy Policy

Pest logic protects the privacy of its clients. Pest Logic does not share or use for its own purpose any Client information via its website other than that voluntarily submitted by users through the website registration or referral processes, the website's contact, customer support or feedback forms, and/or comments posted by users in the website's user forums or in response to blog posts or other interactive content published on the website. All Client account information stored in a private area is accessible only by Customer and designated Pest Logic personnel. Client contact and other personal information will not be distributed or shared with third parties unless those parties and the shared information are essential to the provision of Services or products requested by Customer.

Non-Solicitation

During the period of this agreement and for a period of 2 years after termination of this agreement, Customer shall not directly or indirectly solicit, induce or attempt to induce any employee or subcontractor of Pest Logic or party affiliated with Pest Logic, to terminate his or her employment or relationship with Pest Logic. Pest Logic agrees that it shall not directly or indirectly solicit, induce or attempt to induce any employee of Customer to terminate his or her employment with Customer. This provision shall survive the termination of this agreement for the period stated

herein. A violation by Customer of this paragraph shall be deemed a material violation of this agreement and will justify legal and/or equitable relief specifically including, but not limited to, injunctive relief; it being recognized by the parties that damage will be incurred by Pest Logic for which there is no adequate legal remedy by law. If such a violation occurs and Pest Logic seeks legal remedy resulting in an injunction or judgment in the favor of Pest Logic, the Client shall be responsible for reimbursing Pest Logic for all attorneys' fees and reasonable legal expenses incurred.

Default

The occurrence of any of the following, without limitation, shall constitute a material default under this agreement – a) the failure to make a required payment when due, b) the failure of Customer or Pest logic to fulfill the obligations within this agreement.

In addition to any and all other rights available according to law, if Customer defaults by failing to substantially perform any material provision, Term or condition of this agreement (including, without limitation, the failure to make a monetary payment when due), Pest Logic may elect to terminate this agreement if the default is not cured within 10 days after providing written notice to Customer. The notice shall describe with sufficient detail the nature of the default. If Pest Logic terminates this agreement for reason of default, Pest Logic maintains the right to demand immediate payment for money owed under any sales agreement or work order, including a) un-billed agreed-upon progress payments and b) future monthly services or finance billing owed. Customer agrees to pay for a) interest on all late payments for money owed under all sales and work order agreements at the maximum rate allowed by law until paid, b) reasonable costs for collection and c) reasonable costs for attorneys' fees and expenses of litigation that the Pest Logic may incur in collecting any unpaid amount.

Confidentiality

This proposal and any related presentation is the result of much proprietary work on behalf of Pest logic. All information within is confidential and meant for viewing only by the Pest logic Client or prospect for which it was serviced. It is not to be shared with outside parties without express written permission from Pest Logic. The Client or prospect agrees that by viewing any Pest Logic proposal or presentation to respect the confidentiality of this information and to refrain from sharing it with outside parties.

Both Client and Pest logic acknowledge that during the course of any agreement, each may obtain confidential information regarding the other party's Confidential Information. Both Client and Pest Logic agree to treat all such information and the terms of this agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this agreement. If either party discloses Confidential Information electronically or in writing, the disclosing party agrees to clearly label the material as confidential. If Confidential Information is disclosed orally, the disclosing party agrees to summarize the disclosed information in writing and confirm that the material remains confidential within thirty (30) days after the oral disclosure.

Entire Agreement

This agreement contains the entire agreement of Customer and Pest Logic regarding the subject matter of this agreement, and there are no other promises or conditions in any other agreement, whether oral or written, that have not merged into this agreement, unless done so in writing in the form of a sales agreement (including all associated addenda, schedules or attachments) or change orders that associates itself with this agreement.

Severability

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then Customer and Pest Logic agree that such provision shall be deemed to be written, construed, and enforced as so limited.

Waiver of Contractual Right

The failure of Pest Logic to enforce any provision of this agreement shall not be construed as a waiver or limitation of Pest Logic's right to subsequently enforce and compel strict compliance with every provision of this agreement.

Applicable Law

This agreement shall be governed by the internal laws of the State of Florida without regard to principles of law relating to conflicts of laws and Customer agrees that venue for any action arising from or based upon this agreement shall be brought in Broward County, Florida.