

Terms of Use

Dated February 6, 2023

These Terms of Use (these “Terms”) apply to all websites that are owned or operated by or for Moxie Pest Control, Joshua’s Pest Control and Mission Pest Control (“we,” “us,” or “our”), including moxieservices.com, joshuaspestcontrol.com and missionpestcontrol.com (collectively, the “Websites”) as well as any mobile application we own or operate (our “Apps”). By using any Website or App, you agree to these Terms. If you do not agree to these Terms, please do not use a Website or App.

We encourage you to read these Terms carefully. These Terms also include our Privacy Policy, which can be found [here](#), which is incorporated herein by reference. In the event there is a conflict between these Terms and our Privacy Policy, our Privacy Policy will govern.

We may modify these Terms from time to time any time. We will update the date of these Terms when we make any changes. We suggest periodically visiting this page to review these Terms.

Our Services and Use of Websites and Apps

The Websites and Apps provide you with information about (i) our companies, products and services and (ii) common household pests, other home improvement services and other industry or background information. All such information referred to herein as “Content.” We do not guarantee that the Content is always 100% accurate. More detailed and accurate information will be provided by our technicians or other employees.

Any order or service request you place with us through a Website or App must be accompanied by a customer agreement that is signed by you. Once you sign a customer agreement, that agreement will contain the only terms, conditions and rights you have in relation to any order or service request.

If you create an account or profile on a Website or App, you agree to provide us with accurate and complete information and to update your account or profile if this information becomes inaccurate or incomplete. You agree to keep your password confidential and you may not permit any other person to use your password or your account at any time and for any purpose. You agree to notify us immediately if you believe your password may have been used by any other person. We recommend you change your password often. You agree that we may suspend or terminate your use of a Website or App at any time and for any reason, including if we believe that your password is being used without permission or otherwise in a manner that may disrupt a Website or App.

IF YOU PROVIDE YOUR TELEPHONE NUMBER TO US THOROUGH A WEBSITE OR APP, YOU GIVE YOUR ELECTRONIC SIGNATURE AND CONSENT FOR US TO SEND YOU MARKETING CALLS OR TEXT MESSAGES AT THAT NUMBER USING AN AUTODIALER AND/OR PRERECORDED MESSAGES. YOU ALSO ACKNOWLEDGE THAT YOUR CONSENT TO RECEIVE THESE MARKETING COMMUNICATIONS IS NOT REQUIRED TO PURCHASE ANY GOODS OR SERVICES.

If you install an App, you may also receive push notifications to your mobile device. You may adjust your notification settings on your mobile device to permit or disallow these notifications.

Our Content

As between you and us, we own all Content. Any other text, content, graphics, user interfaces, trademarks, logos, sounds, artwork, images, and other intellectual property appearing on our Websites or Apps is owned, controlled or licensed by us and protected by copyright, trademark and other intellectual property law rights. All rights, title, and interest in and to Content remains with us at all times. Except as expressly authorized by us, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any Website, App, Content or services. You agree that you may not use systematic retrieval of information from any Website or App.

User Content and Behavior

You may be able to upload a photo, send us messages, post a review about our services or post or upload or post other materials on a Website or App (collectively a “post”). The term “User Content” in these Terms means material of any kind that you post, including text, files, images, photos, video, sounds and musical or literary works. We are not responsible for any User Content. We do not endorse any opinion contained in, or confirm the legality or accuracy, of any User Content.

We may

- refuse, remove, or edit any User Content, with or without prior notice.
- link User Content to other materials,
- use User Content for internal business purposes and to promote, market, or advertise our services.

While using a Website or App, you agree and covenant that:

- You will have the right to submit your posts.
- You will not engage in criminal or tortious activity, including fraud, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets or attempt to impersonate any person.
- Your User Content will not violate any intellectual property or other right of any third party.
- You will not post User Content that (i) is illegal, obscene, defamatory, threatening, pornographic, harassing, hateful, or racially or ethnically offensive or (ii) identifies any individual in any way under the age of 18 or any person over the age of 18 without their consent.
- Your posts will not advertise any product or service or solicit any business.
- You will not manipulate, access, tamper with or probe, or use non-public areas of a Website, App, our computer systems, or the technical delivery systems of our service providers.

User Content is not considered to be confidential. You grant us an irrevocable, fully paid, perpetual, non-exclusive, royalty free, worldwide license to use, telecast, copy, perform, display, edit, distribute and otherwise exploit, and create derivative works of, any User Content you post.

Ads and Third Party Content

Our Websites and Apps may contain advertisements and promotions offered by third parties and links to other websites or resources. We may also provide non-commercial links or references to third parties. We are not responsible for the availability (or lack of availability) of any external websites or resources or their content. Furthermore, we are not responsible for, and does not endorse, any products or services that may be offered by third-party websites or resources. If you choose to interact with the third parties made available on a Website or App, such party's terms will govern their relationship with you. We are not responsible or liable for such third parties' terms or actions.

Digital Millennium Copyright Act Notice

We have adopted the following policy towards copyright infringement in accordance with the Digital Millennium Copyright Act (the "DMCA"). If you believe any Content or User Content infringes upon your intellectual property rights, please submit

a notification alleging such infringement (“DMCA Takedown Notice”) including the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification 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;
- Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- 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
- A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Any DMCA Takedown Notices should be sent to the following address:
Copyright Compliance c/o Moxie Services Legal, 4385 S 500 W Unit A, Murray, UT 84123.

Disclaimers & Limitation of Liability

THE WEBSITES AND APPS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR AFFILIATES DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE WEBSITES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND NON-INFRINGEMENT).

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE ARE NOT LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN

OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO USE OF ANY WEBSITE OR APP.

Indemnity

You agree to defend, indemnify, and hold us and our employees, contractors, agents, officers, and directors harmless from any and all liability, claims, and expenses (including reasonable attorneys' fees and costs) that arise out of or are related to your violation of these Terms, your User Content, or use of a Website or App.

Dispute Resolution and Arbitration

Except as noted in this paragraph, you agree that any controversy, claim or dispute arising out of or related to these Terms, a Website or App shall be solely and exclusively resolved according to binding arbitration as set forth in this section. Notwithstanding the foregoing, the following actions will not be subject to arbitration:

- disputes regarding the scope and enforceability of this arbitration provision, which shall be determined by a court, or
- individual small claims actions.

You and we agree that prior to instituting an arbitration action, we will try in good faith to settle any controversy or claim by at least four hours of mediation administered under the American Arbitration Association ("AAA") Commercial Arbitration Rules with us agreeing to pay the costs of the mediation.

Unless you and we agree otherwise, the arbitration will be conducted by a single arbitrator and shall be administered and conducted by the AAA under its Consumer Arbitration Rules, if applicable, otherwise under its Commercial Arbitration Rules. These rules are found at www.adr.com. The arbitrator must follow the applicable substantive law and these Terms, and must apply the same statutes of limitation and privileges that a court would apply. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court and injunctive, equitable, and declaratory relief. The arbitrator will have authority to award fees and costs of attorneys, witnesses, and experts to the extent permitted by the Terms, the arbitration administrator's rules, or applicable law. Any arbitration hearing that you attend will take place at a location reasonably convenient to your residence.

IF A CLAIM IS ARBITRATED, YOU AND WE WAIVE ANY RIGHT TO A COURT OR JURY TRIAL. YOU AND WE ALSO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR

CLASS MEMBER, OR TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSONS. NO ARBITRATOR SHALL HAVE AUTHORITY TO CONDUCT ANY ARBITRATION IN VIOLATION OF THIS PROVISION OR TO ISSUE ANY RELIEF THAT APPLIES TO ANY PERSON OR ENTITY OTHER THAN TO YOU AND/OR US INDIVIDUALLY.

We and you agree to pay arbitration costs in accordance with the applicable arbitration rules. Either you or we may request at any time prior to the hearing that the award be accompanied by a reasoned opinion. The award rendered by the arbitrator(s) will be final and binding on all parties. Judgment may be entered on the award in any court having jurisdiction thereof. This arbitration provision will be governed by the Federal Arbitration Act.

This arbitration provision will survive the expiration or termination of the Terms. In the event of a conflict or inconsistency between this arbitration provision, on the one hand, and the applicable arbitration rules or other provisions of the Terms, on the other hand, this arbitration provision will govern. If any portion of this arbitration provision is deemed invalid or unenforceable, it will not invalidate the remaining portions of this arbitration provision.

Governing Law and Jurisdiction

These Terms are governed by the laws of the State of Utah without regard to conflicts of laws principles. We only provide services within the United States and our Websites and Apps are intended for use only by citizens of the United States of America, who are at least 18 years old and who reside within the United States of America. By using a Website or App, you represent that you meet these user qualification requirements. Any matters submitted to a court for resolution shall be submitted to the state or federal courts of Salt Lake or Utah County, Utah and all parties agree to the personal jurisdiction thereof.

Notice to California Residents

California residents are entitled to the following information: The provider of the Websites and Apps is Moxie Services LLC, 4385 S 500 W Unit A, Murray, UT 84123. Please contact us to file a complaint regarding a Website or App or to receive further information about a Website or App. You may also contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210.

How to Contact Us

You may contact us at Moxie Legal, c/o Moxie Services LLC, 4385 S 500 W Unit A, Murray, UT 84123.