



## Terms of Use

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Earthly has taken reasonable steps to ensure the confidentiality of information taken at the Website and transmitted via the Internet. However, unexpected changes in technology may be used by unauthorized third parties to intercept confidential information and we cannot be responsible should confidential information be intercepted and subsequently used by an unintended recipient.

Please read our customer Privacy Policy [https://www.beeearthly.com/docs/Earthly\\_Privacy\\_Policy.pdf](https://www.beeearthly.com/docs/Earthly_Privacy_Policy.pdf) for further information on confidentiality of information.

## Choice of Law

All Website activity or use and these Terms and Conditions are governed by the laws of the United States of America and the applicable laws of the State of California, without regard to conflict of law principles. You agree that the federal court of California, if it has subject matter jurisdiction, will have exclusive jurisdiction to hear and determine any claims or disputes between you and Earthly, pertaining directly or indirectly to these Terms and Conditions, or to any matter arising from these Terms and Conditions, or any other document executed and delivered in connection with these Terms and Conditions, the use of the Website or the online services offered by Earthly. If the federal court lacks subject matter jurisdiction, any state court located in California, will have exclusive jurisdiction to hear and determine such claims or disputes. To the fullest extent permitted by applicable state and federal law, you and Earthly each agree to waive the constitutional right to a trial before a jury. All disputes and controversies and claims arising out of the use of the Website will be resolved either through arbitration or in the courts.

## Website Content and Material

The information and materials contained in the Website, including but not limited to these Terms and Conditions and any product information, are subject to change without notice. You are deemed to be apprised of and bound by any such changes. Your eligibility for particular products and services is subject to final determination and acceptance by us.

## Waiver and Severability

Any waiver of any provision contained in these Terms and Conditions shall not be deemed to be a waiver of any other right, term or provision of these Terms and Conditions. If any provision in these Terms and Conditions shall be or become wholly or partially invalid, illegal or unenforceable, such provision shall be enforced to the extent it is legal and valid and the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

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You agree not to engage in any of the following:

- Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Website or any portion of the Website, without Earthly express written consent, which may be withheld in Earthly sole discretion.
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- Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Website.
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Website.

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Authorized employees or agents of Earthly may monitor and record all or portions of your telephone calls to Earthly for quality control, customer service, employee training, security, legal compliance, and other lawful purposes. Your consent will be ongoing and need not be confirmed prior to, or during such monitoring or recording, except to the extent applicable law expressly requires otherwise.

## Electronic Communications

You may communicate electronically by sending an e-mail message to Earthly. All e-mail sent to and from Earthly will be received or otherwise recorded by the Earthly corporate e-mail system and is subject to archival, monitoring or review by and/or disclosure to, someone other than the recipient. Communications through the website may involve the electronic transmission, to any e-mail address

you provided to us, of information that you may consider to be personal financial information and you agree and consent to such transmission of such information. You agree not to use e-mail to transmit any confidential personal information. It is your responsibility to update or change your e-mail address, as appropriate.