



RED-E-BINS TERMS OF USE

Date Last Modified: September 8, 2019

The RED-E-BINS website (www.redebins.com) and other RED-E-BINS interactive services (collectively, the “**Services**”) made available by RED-E-BINS USA, LLC, a Minnesota limited liability company (“**RED-E-BINS**”), are subject to these Terms of Use (“**Terms of Use**”). By accessing and/or using the Services or by registering for a user account (“**Account**”), you agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, do not continue to access and/or use the Services.

PLEASE REVIEW THESE TERMS OF USE CAREFULLY BEFORE YOU CONTINUE TO ACCESS AND/OR USE THE SERVICES. RED-E-BINS may modify these Terms of Use from time to time and any such modifications shall be effective immediately upon posting of the modified version. If you continue to access and/or use the Services or your Account you accept such modified terms. If you do not agree to such modified terms, do not continue to access and/or use the Services or your Account.

- 1. General Use and Accounts.** The Services are made available, subject to these Terms of Use, to allow you to access information regarding the RED-E-BINS dumpster rental and waste management services, to register for an Account and make reservations, and to contact RED-E-BINS. You may not have more than one (1) Account and you must access your Account through your own username and password. The security, confidentiality and integrity of your Account, username and password is your sole responsibility. You shall take all reasonable steps to ensure that no unauthorized person shall have access to your Account, username or password and shall immediately notify RED-E-BINS of any unauthorized access or use of which you become aware. You agree to bear all responsibility and liability for all actions of any individual or entity using your Account as well as all fees and/or charges incurred from use of the Services with your Account.
- 2. Prohibited Uses.** In addition to uses otherwise prohibited by RED-E-BINS, these Terms of Use or applicable law, you may not, and you may not allow any third party to, do any of the following:
 - Access or use the Services if you or such third parties are under eighteen (18) years old. The Services are intended only for use by those eighteen (18) years old or older, and by accessing and/or using the Services you represent and warrant that you meet such age requirements.
 - Use or access the Services to send unsolicited commercial email to any person, or to threaten, harm or harass another user’s account, use and/or access to the Services, including, but not limited to, attempting to gain access to another user’s account, password and/or personal information.
 - Post, upload or transmit:
 - any data, content or materials contained on or provided through the Services outside of the Services, in whole or in part.
 - any data, content or materials of any type that infringe or violate any rights of any party, including, but not limited to, any patent, copyright, trademark, trade secret or any proprietary or other right of RED-E-BINS or a third party.
 - any data, content or materials that are illegal, threatening, obscene, defamatory, harmful, invasive to privacy or otherwise violate the rights of RED-E-BINS or a third party, including, but not limited to, any malicious software or computer code (such as a virus or disabling code).
 - Decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or derive any source code (or underlying ideas, algorithms, structure or organization), modify or create a derivative work of the Services (or any portion of the Services) or of any other information by any means whatsoever.

- Distribute, disclose or allow use of any portion of the Services or your Account in any format by any third party.
 - Use or access the Services or any data, content or materials provided through the Services in violation of federal, state or local law or other applicable rules or regulations or for any benchmarking, monitoring or testing availability or performance, or any other competitive use, including, but not limited to, creating services or software that are substantially similar to the Services or RED-E-BINS' services and products.
3. **Accessibility.** You shall be solely responsible for providing, maintaining and ensuring compatibility with the access requirements for the Services, and all hardware, software, electrical or other physical requirements for use of the Services, including, without limitation, telecommunications and internet service provider access, connections, links, web browsers or other equipment, programs and services required to use the Services.
 4. **Ownership.** Although some material on the Services may be the intellectual property of a third party that RED-E-BINS has a right to use, you acknowledge that as between you and RED-E-BINS, RED-E-BINS owns all right, title and interest in, and retains any copyright and other intellectual property rights in and to the Services and all content, data and information provided on or through the Services by RED-E-BINS and its authorized suppliers (for the avoidance of doubt, this expressly excludes any and all user-generated content). Except as expressly recited in these Terms of Use, no rights are to be implied and no license is hereby granted to you or any other party, directly or indirectly, under any patent, trade secret, trademark, copyright or other intellectual property right now held by, which may be obtained by or which are or may be licensable by RED-E-BINS or its licensors. RED-E-BINS expressly reserves all rights not expressly set forth in these Terms of Use. If you submit, post or upload any content, business information, ideas, data, concepts or inventions through the Services or to RED-E-BINS (by any means), you grant to RED-E-BINS a royalty-free, perpetual, irrevocable, world-wide, non-exclusive, sub-licensable (through multiple tiers) license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display, including digitally or electronically, such content, business information, ideas, concepts or inventions in any media or medium, or any form, format or forum now known or hereafter developed. To the extent you are not the lawful owner of such rights, you represent and warrant that you have authority from the owner of such content or intellectual property to grant such rights to RED-E-BINS.
 5. **Links.** The Services may contain links to third party websites. RED-E-BINS has no control over and is not responsible for those third party sites or the content provided on or through such sites. You should review the applicable terms of use and/or privacy policies for such sites before using them. You hereby accept sole liability for the use of such links to third party websites and you acknowledge and agree that you access those third party sites at your sole risk.
 6. **Termination and Change of Content.** Access to the Services is provided at the discretion of RED-E-BINS and RED-E-BINS has the right at any time, with or without prior notice, to suspend or terminate your access to the Services or your Account and refuse any and all current or future use of all or any portion of the Services. RED-E-BINS shall also have the right at any time to change or discontinue any aspect or feature of the Services and/or change or remove any of the content, data or information from the Services, at any time, in its sole discretion. If RED-E-BINS believes your Account and password are being used without your authorization, RED-E-BINS may, without notice, deny or block a transaction made through your Account and password until such time as RED-E-BINS is satisfied that only you are accessing your Account. In the event you desire to terminate your Account you may do so by contacting RED-E-BINS as set forth in Section 16 below.
 7. **Disclaimer.** THE SERVICES AND ANY CONTENT, DATA OR INFORMATION CONTAINED ON OR PROVIDED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND RED-E-BINS DOES NOT MAKE AND HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT) WITH REGARD TO THE SERVICES OR WITH RESPECT TO ANY CONTENT, DATA OR INFORMATION CONTAINED ON OR PROVIDED THROUGH THE SERVICES. IF YOU ARE DISSATISFIED WITH THE SERVICES, THE CONTENT, THESE TERMS OF USE OR ANY

PORTION OF THE FOREGOING, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES. RED-E-BINS DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE SERVICES, AND OPERATION OF THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF RED-E-BINS' CONTROL.

- 8. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RED-E-BINS OR ITS AFFILIATES, EMPLOYEES, MEMBERS, MANAGERS, AGENTS, CONTRACTORS, SUPPLIERS, REPRESENTATIVES, SUCCESSORS OR ASSIGNS (COLLECTIVELY, “**RED-E-BINS PARTIES**”) BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, ANY LOSS OF USE, LOSS OF PROFITS, BUSINESS INTERRUPTION, LITIGATION OR ANY OTHER PECUNIARY LOSS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, DUTY TO WARN AND STRICT LIABILITY), PRODUCT LIABILITY OR OTHERWISE, ARISING OUT OF OR RELATED TO THESE TERMS OF USE, THE SERVICES OR CONTENT, DATA OR INFORMATION PROVIDED ON OR THROUGH THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO ALL OTHER RESTRICTIONS, DISCLAIMERS AND LIMITATIONS IN THESE TERMS OF USE, YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL RED-E-BINS PARTIES BE LIABLE FOR DAMAGES EXCEEDING THE SUM OF \$50.00. THE EXISTENCE OF MULTIPLE CLAIMS SHALL NOT INCREASE THIS LIMIT. Any claims against RED-E-BINS Parties arising out of or related to these Terms of Use and/or the Services must be brought within one (1) year of the date of the event giving rise to such action occurred.
- 9. Indemnification.** You shall indemnify, defend and hold RED-E-BINS and the other Released Parties harmless from and against all claims, rights, costs, expenses (including, but not limited to, reasonable attorney’s fees), liabilities or causes of action arising out of or related to your use of the Services or your breach of these Terms of Use.
- 10. Assignment.** You may not assign or transfer these Terms of Use, or any of your rights or obligations hereunder, including, but not limited to, your Account, without the prior written consent of RED-E-BINS, and any attempted assignment or transfer without RED-E-BINS’s prior written consent shall be null and void. All of the terms and provisions of these Terms of Use shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, estates, heirs, successors and permitted assigns.
- 11. Governing Law.** These Terms of Use shall be governed by, construed and enforced according to the laws of the State of Minnesota, without regard to its conflict or choice of law principles. Any action arising out of or relating to these Terms of Use shall be brought only in the state or federal courts of Hennepin County, Minnesota, and all parties expressly consent to such court’s jurisdiction and irrevocably waive any objection with respect to the same, including any objection based on forum non conveniens.
- 12. Personal Information.** You agree that RED-E-BINS may collect, process, transfer, use and disclose your personal information in accordance with the RED-E-BINS Privacy Notice which is incorporated herein by reference. To access the Privacy Notice, [CLICK HERE](#).
- 13. Force Majeure.** RED-E-BINS shall not be responsible for delays or failures of performance resulting from acts beyond the reasonable control of RED-E-BINS. Such acts shall include, but are not limited to, acts of God, strikes, public internet and private internet connection failures, lockouts, riots, acts of war, acts of terror, epidemics, government regulations, fire, communication line failures, power failures, earthquakes and other disasters.
- 14. Miscellaneous.** Section headings are not to be considered part of these Terms of Use. They are included solely for convenience and not intended to be full or accurate descriptions of the content hereof. Except as otherwise expressly set forth herein, should any provision of these Terms of Use be held invalid or unenforceable, such invalidity will not invalidate the whole of these Terms of Use, but rather that invalid provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of these

Terms of Use will remain in full force and effect. Each party hereto agrees to execute and deliver such other documents, instruments and agreements and to take such further action as is reasonably requested by the other party to consummate or to evidence the consummation of the transactions contemplated herein. Nothing in these Terms of Use is intended to confer upon any person other than the parties hereto, and their respective personal representatives, estates, heirs, successors and permitted assigns, any rights or remedies under or by reason of these Terms of Use. Any and all rights and obligations contained in these Terms of Use which by their nature and/or context are intended to survive termination of these Terms of Use shall so survive, including, but not limited to, the limitations of liability, disclaimers and indemnification. No breach or right under these Terms of Use may be waived unless in writing signed by the waiving party. The Services may not be available in all areas and are subject to applicable laws and regulations. If you are accepting these Terms of Use on behalf of an entity, you represent and warrant that you are an authorized representative of such entity and have the ability to bind such entity to these Terms of Use.

15. Intellectual Property. If you find or suspect intellectual property infringement with respect to the Services or any content, data or information, please immediately report it to RED-E-BINS using the contact information located in Section 16 below and include the following information. Upon receiving such information, RED-E-BINS will investigate the matter.

- A description of the intellectual property in question.
- If applicable, a statement by the owner that they believe the intellectual property in question was used without their permission.

16. Contact Information. If you have any questions or comments regarding these Terms of Use, the Services or any content, data or information, please contact RED-E-BINS at the below address, phone number or email.

[NOTE: what information should be used?]

RED-E-BINS USA, LLC

Attn: _____

Phone: _____

Email: _____