



Terms & Conditions

Privacy – please read our complete privacy policy for full details regarding your privacy

We take your privacy very seriously. Email: You'll receive GreenClipping deals to your inbox twice a week and administrative emails relating to your purchases. Credit Card: Your credit card information is safely and securely stored in a ... and will only be used when you engage in a purchase.

Terms

The following terms and conditions (the "Agreement") form a binding agreement between you and GreenClippingsm (sometimes referred to as "we," "us" or "our"). Please review the following terms carefully. By using GreenClippingsm, you are agreeing to these terms, as well as our Privacy Policy, and all of these terms will govern your use of the Site and our Services. If you do not agree to these terms, you must cease use of the Site and our Services. The term "you" refers to the person accessing or using the Site or our Services, or the company or organization on whose behalf that person accesses the Site or our Services.

Our Services

GreenClippingsm is an online community for people to connect to green businesses and service providers through our website located at <http://www.greensavingsindy.com/GreenClipping> and other online areas owned or operated by us, such as our Facebook, Twitter and mobile phone applications (the "Site"). GreenClippingsm offers opportunities for you to purchase special Deals (as described below) for the products and services of third party merchants. The Services and Site are collectively referred to here as " GreenClippingsm."

Conditional Use of Our Site and Services

Your permission to use GreenClippingsm is conditioned upon your agreement that you:

- are 13 years of age or older, but are 18 years of age or older to purchase any Deal;
- will comply with these Terms of Service;
- will not copy or distribute any part of GreenClippingsm in any medium without GreenClipping's prior written authorization;
- will provide accurate information when creating an account or registering for our Services;



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- are solely responsible for your User ID and the activity that occurs while signed in to or while using GreenClippingsm using your User ID;
- will not use GreenClippingsm to collect any personally identifiable information, including account names, email addresses, or other such information, for commercial purposes;
- will not use the communication systems provided by or contacts made on GreenClippingsm for any commercial solicitation purposes;
- are solely responsible for your Content submissions, including discussion posts, profile information and links, pictures, and other such content;
- represent that you own or have the necessary licenses, rights, permissions, and consents to use and authorize GreenClippingsm to use any and all Content submitted by you to GreenClippingsm in accordance with the licenses granted in this Agreement;
- hereby grant each GreenClippingsm user, whether using GreenClippingsm or an application authorized by GreenClippingsm but developed via a third-party developer, a non-exclusive license to access the Content you submit through GreenClippingsm and to use, reproduce, distribute, prepare derivative works of, display and perform such Content as permitted through GreenClipping's functionality and under these Terms of Service;
- will not submit Content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, etc., unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such Content to GreenClippingsm; and
- hereby affirm we have the right to determine whether any of your Content submissions are appropriate and comply with these Terms of Service, remove any and/or all of your submissions, and terminate your account with or without prior notice.

Your Account and GreenClippingsm Profile

You will need to register by creating an account with GreenClippingsm (either by registering directly with us or by allowing a GreenClippingsm application to connect through your Facebook profile) in order to publish Content on the Site or obtain access to certain Services, including Deals. If you choose to create an account or GreenClippingsm profile with us, you agree to provide only accurate, complete registration information, and you will keep that information up-to-date if it changes. When you register, you will obtain unique log-in credentials (a "User ID"). Access to the GreenClippingsm Site and Services is not authorized by any other person or entity using your User ID and you are responsible for preventing such unauthorized use. Individuals and entities who's privilege to access the Site or use the Services has previously been terminated by GreenClippingsm



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may not register for an account, nor may you designate any of those individuals to use your account on your behalf.

GreenClippingsm relies on User IDs to know whether users accessing the Site and using our Services are authorized to do so. If someone accesses our Site or Services using a User ID that we've issued to you, we will rely on that User ID and will assume that access has been made by you. You are solely responsible for any and all access to the Site or use of the Services by persons using your User ID. Please notify us immediately if you become aware that your User ID is being used without authorization.

Non-Confidentiality, Security and Privacy

You understand that much of the information that you submit to us (such as postings and invitations) is submitted precisely for the purpose of disclosure in a variety of ways by GreenClippingsm, and therefore such information is not subject to any confidentiality obligation. Other information, such as credit card information provided in connection with the purchase of a Deal, is maintained with appropriate privacy and security protections. You agree that information provided to us in connection with the purchase of a Deal, other than your credit card information, may be disclosed by us to the GreenClippingsm Merchant for their commercial purposes including to provision the Deal.

Our Privacy Policy explains how we collect, use and disclose information that pertains to your privacy. The Privacy Policy forms part of our agreement with you and is incorporated in this Agreement by reference.

Any communications between you and GreenClippingsm, such as email or other correspondence, in which you offer suggestions or comments for improving or modifying our Services will be deemed by us to be non-confidential and non-proprietary, and you agree that such information may be used by us without any limitation whatsoever.

Rules Regarding Information and other Content

When you use the Site, you can publish and obtain access to various kinds of information and materials, all of which we call "Content." Content also includes information and materials posted to the Site by you. You agree not to revise or obscure Content posted by others (including advertising and promotions authorized by GreenClippingsm), and you agree not to post or use any Content in any manner that:

- infringes the copyright, trademark, trade secret, or other intellectual property or proprietary right of others,



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- violates the privacy, publicity, or other rights of third parties,
- is unlawful, defamatory, discriminatory, libelous, pornographic, obscene, abusive, threatening, harassing, pornographic, hateful, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate, as determined by GreenClippingsm in its sole discretion,
- is false or inaccurate, or
- could damage our company, parent company, sister companies, affiliates, advertisers, or other parties.

Though we strive to enforce these rules with all of our users, you may be exposed through the Site or Services to Content that violates our policies or is otherwise offensive. You may use the Site and Services at your own risk. We may, but are not obligated to, terminate user accounts and/or remove Content from the Site if we determine or suspect that those accounts or Content violate the terms of this Agreement or the applicable agreement with the offending user(s). We take no responsibility for your exposure to Content on the Site whether it violates our content policies or not.

General Rules of User Conduct

It is our goal to make the use of our Site and Services a good experience for all of our users, so you agree not to do any of the following:

- conduct or promote any illegal activities while using the Site or Services;
- upload, distribute or print anything that may be harmful to minors;
- attempt to reverse engineer or jeopardize the correct functioning of the Site or Services, or otherwise attempt to derive the source code of the software (including the tools, methods, processes, and infrastructure) that enables or underlies the Site;
- attempt to gain access to secured portions of the Site or Services to which you do not possess access rights;
- upload or transmit any form of virus, worm, Trojan horse, or other malicious code;
- use the Site or Services to generate unsolicited email advertisements or spam;
- use any automatic or manual process to search or harvest information from the Site or Services, or to interfere in any way with the proper functioning of the Site and Services; or
- impersonate another user.

Links to Third Party Sites



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We don't have control over websites that GreenClippingsm may link to. GreenClippingsm may contain links to third party websites that are not owned, operated, or controlled by GreenClippingsm. Therefore, we cannot and do not assume responsibility for the content, privacy policies, or practices of such websites or the companies that own them.

Additionally, we cannot and will not censor or edit the content of any third party site. By using GreenClippingsm you expressly relieve us from any and all liability arising from your use of any third party website.

Deals

GreenClippingsm provides consumers with opportunities to purchase products and services from third party merchants ("Merchants") with a time limited promotional added value (a "Deal"). Merchants are willing to offer discounts for their products and/or services in order to reach the GreenClippingsm community.

1. How It Works

By placing an order for a given Deal, you make an offer to purchase the Deal you have selected on the terms, restrictions and conditions associated with the Deal. Once you've placed your order, you will receive a confirmation of the Deal and your credit card will be charged for the amount of the Deal. We will notify you by email when the Certificate (defined below) for the Deal is ready to be used. You are required to create an account in order to purchase any Deal. An account is required so we can collect information to allow you to pay for your Deals and provide you with easy access to print your Deals, view your past purchases, and modify your preferences.

2. The Certificate

Each Deal combines two separate portions that make up the Deal: (i) a paid portion equal to the amount your credit card is charged and similar to a paid Certificate (the "paid portion"); and (ii) at no additional charge to you, a discount portion for the balance of the value of the Deal if used by the expiration date on the Certificate (the "discount portion") (together, the paid and discount portions of the Deal are presented in a "Certificate"). In the event you redeem your Certificate for less than the full amount stated on the Certificate, your purchase will be allocated first against the paid portion until it has a balance of zero dollars (\$0.00) and then against the discount portion that is remaining.

3. Expiration Dates

The expiration date for a Certificate is as printed on the Certificate.



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If the expiration of the paid value of the Certificate as of the date printed on the Certificate is prohibited under the law of the jurisdiction in which the Merchant is located, then the Certificate shall expire as follows: the discount portion of the Certificate will expire on the date printed on the Certificate, and the paid portion of the Certificate will expire five (5) years from the date the Certificate is issued, except to the extent applicable law requires that the Merchant extend the period in which the Certificate may be redeemed. The Merchant is obligated to honor the Certificate in compliance with law. If the Merchant refuses to honor the Certificate before the legally permitted expiration date, then GreenClippingsm will refund the paid portion of your Certificate in the form of a credit for future Deals. In order to receive the credit, you must provide the following information in writing to support@greenclipping.com: (a) identification of the Certificate and Merchant with whom you sought to redeem the Certificate, (b) statement of the date, time, and circumstances in which the Merchant refused to redeem the Certificate, and (c) a statement, under penalty of perjury, that the Certificate has never been redeemed with the Merchant.

4. Deal Specific Terms

Each Deal has specific terms associated with the Deal, which will be presented to you at the time you commit to purchase the particular Deal. Deal specific terms supersede any inconsistent terms in this Agreement, except to the extent such terms are prohibited by applicable law.

5. Global Terms

Unless otherwise stated in the Certificate or required by law, the following additional terms apply to all Certificates:

- no cash value for any Certificate,
- no cash back will be issued for partial redemption of the paid portion of a Certificate, except as required by law,
- no cash back or credit will be issued for partial redemption of the promotional portion of a Certificate,
- use of a Certificate for alcoholic beverages is at the sole discretion of the Merchant (which may be limited by applicable state or provincial law), unless otherwise noted on the Certificate,
- Certificates cannot be combined with any other coupons or promotions unless otherwise noted in the Certificate,
- Certificates cannot be used for taxes, tips, prior balances, shipping or handling, as applicable,



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- neither GreenClippingsm nor the Merchant is responsible for lost or stolen Certificates or Certificate reference numbers,
- duplicate use, sale or trade of a Certificate is prohibited, except as required by law,
- unless otherwise stated at the time a Certificate is purchased, the Certificate price does not include sales, value added or use taxes, which may be charged to you separately by the Merchant at the time you redeem the Certificate.

6. Merchant Responsibility

GreenClippingsm markets the Deals and acts as an agent in selling the Certificates on behalf of the Merchants. The Merchant is the issuer of the Certificate. As issuer of the Certificate, the Merchant shall be fully responsible for any and all injuries, illnesses, damages, claims, liabilities and costs suffered by or in respect of a customer, caused in whole or in part by the Merchant or its products and services, as well as for any unclaimed property liability arising from unredeemed or partially redeemed Certificates. By purchasing a Deal, a customer acquires the right to print a Certificate issued by the participating Merchant and to use the Certificate according to its terms and the terms of this Agreement. Whether you choose to print and/or redeem the Certificate is within your sole control and at your sole discretion.

7. Promotions of the Deal Program

GreenClippingsm occasionally offers special promotions, contests and/or sweepstakes intended to provide you an incentive to purchase Deals or to encourage you to get others to do so. The applicable rules will be posted on the Site in or near the description of each such promotion. We reserve the right to interpret these rules in our sole discretion, and you hereby agree to our interpretation.

8. Products Available for Sale

The Site can be accessed from countries around the world. You understand that some or all products or services provided on the Site may not be available for purchase to persons residing in certain jurisdictions or geographic areas. GreenClippingsm reserves the right, in its sole discretion, to exclude or otherwise limit the provision of a Certificate for any product or service to a person residing in any jurisdiction or geographical area. GreenClippingsm does not represent or warrant that any product or service promoted on the Site will be available for purchase by any particular person.

9. Refunds



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GreenClippingsm will provide a refund of the purchase price paid by you for any Deal within five days after the purchase of a Certificate, provided that the Certificate has not yet been redeemed. After five days, we do not provide refunds unless you are unable to redeem a Certificate before the applicable expiration of the Certificate because the relevant Merchant has gone out of business.

Termination

We may change or discontinue the Site or any of the Services at any time without prior notice. We reserve the right to terminate this Agreement at our election and for any reason, without prior notice, and this Agreement will automatically terminate in the event that you violate any of the terms and conditions set forth below. In the event of any termination, you will immediately cease access to the Site and Services. Any Certificate issued prior to termination will be honored according to its terms and the terms of this Agreement specifically applicable to such Certificate.

Disclaimers of Warranty

We provide the Site and Services "as is", "with all faults" and "as available." We and our suppliers and Merchants make no express warranties or guarantees about the Site, Services or Deals. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND OUR OFFICERS, DIRECTORS, AGENTS, VENDORS, AND MERCHANTS DISCLAIM IMPLIED WARRANTIES THAT THE SITE AND SERVICES ARE MERCHANTABILITY, OF SATISFACTORY QUALITY, ACCURATE, TIMELY, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT GREENCLIPPINGsm WILL MEET YOUR REQUIREMENTS, IS ERROR-FREE, RELIABLE, WITHOUT INTERRUPTION OR AVAILABLE AT ALL TIMES. WE DO NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF GREENCLIPPINGsm, INCLUDING ANY SERVICES OR DEALS, WILL BE EFFECTIVE, RELIABLE, ACCURATE OR MEET YOUR REQUIREMENTS. WE MAKE NO WARRANTIES AS TO PRIVACY AND SECURITY OTHER THAN AS EXPRESSLY STATED IN THE PRIVACY POLICY. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SITE OR SERVICES AT TIMES OR LOCATIONS OF YOUR CHOOSING. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY A GREENCLIPPING REPRESENTATIVE SHALL CREATE A WARRANTY. You may have additional consumer rights under your local laws that this contract cannot change.

Limitations of Liability



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YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS TO DISCONTINUE YOUR USE OF GREENCLIPPINGsm. IN NO EVENT SHALL OUR LIABILITY, OR THE LIABILITY OF OUR AFFILIATES, OFFICERS, DIRECTORS, AGENTS, VENDORS, OR MERCHANTS, FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SITE AND SERVICES EXCEED THE TOTAL AMOUNT OF FEES THAT YOU PAID US DURING THE PREVIOUS ONE-YEAR PERIOD FOR THE SPECIFIC SERVICE AT ISSUE. WE, OUR AFFILIATES, OFFICERS, DIRECTORS, AGENTS, VENDORS, AND MERCHANTS, SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, INABILITY TO USE, OR RELIANCE UPON THE SITE AND SERVICES. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTION, OUR LIABILITY, AND THE LIABILITY OF OUR AFFILIATES, OFFICERS, DIRECTORS, AGENTS, VENDORS, AND MERCHANTS, SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

Indemnity

You agree to defend, indemnify and hold harmless GreenClippingsm, its parent company, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney's fees) arising from: (i) your use of and access to GreenClippingsm; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that any Content submitted by you causes damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of GreenClippingsm.

Reservation of Rights and Release

GreenClippingsm reserves the right, but has no obligation, to monitor, or take any action GreenClippingsm deems appropriate regarding disputes that you may have with other customers of ours or any Merchants. To the extent the law permits, you release us from any claims or liability related to any Content posted on the Site and from any claims related to the conduct of any other customers of ours or any Merchants. You hereby waive California Civil Code Section 1542 (if you are a California resident), and any



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similar provision in any other jurisdiction (if you are a resident of such jurisdiction), which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

Intellectual Property

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Site and Services, including applicable copyrights, trademarks and other proprietary rights. We are not granting any license to you under any of those intellectual property rights by virtue of this Agreement, except for the limited right to use the Site and Services in accordance with this Agreement.

"GreenClipping" is our trademark. Other product and company names that are mentioned on the Site or provided as part of the Services may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you in this Agreement.

The Content on GreenClippingsm, excluding all intellectual property of other sites obtained by way of API and linking and Content posted by our customers, is owned by GreenClippingsm. This includes, without limitation, the text, software, scripts, graphics, photos, sounds, interactive features and the trademarks, service marks and logos contained therein ("Marks"). The Marks are owned or licensed to GreenClipping, subject to copyright and other intellectual property rights under United States law, the law of the jurisdiction where you reside, and and international conventions. Content provided by GreenClipping is provided to you "AS IS" for your information and personal use only and may not be used, copied, reproduced, modified, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. We reserve all rights not expressly granted in and to the Site and Services.

As between you and us, you retain any intellectual property rights in any copyrighted materials and trademarks that are contained in Content that you post to the Site. You grant us an irrevocable, perpetual, non-exclusive, royalty-free, fully paid, worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, translate, distribute, publicly perform and publicly display in any form or medium, whether now known or later developed, make, use, sell, import, offer for sale, otherwise commercially exploit and exercise any and all such rights, under any and all of your intellectual property rights related to the Content in any manner we choose. If you have any rights to the Content that cannot be licensed to us (such as moral rights in some countries), you unconditionally and irrevocably waive the enforcement of such rights, and all claims and causes of action of any kind against us or related to our customers and partners anywhere in the world, with respect to such rights.



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Copyright Notice

We respect the intellectual property of others, and we ask you to do the same. If you are a copyright owner or an owner's agent and find Content that infringes upon your copyrights, you may submit a notification according to the Digital Millennium Copyright Act. To do so, please provide our Copyright Agent with the following information (see 17 U.S.C 512(c)(3) for further detail) in writing: (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) 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 at that site; (3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material; (4) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail; (5) 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 (6) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. GreenClipping's designated Copyright Agent to receive notifications of claimed infringement can be reached at help@GreenClipping.com. You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

Electronic Communications

The communications between you and GreenClippingsm use electronic means, whether you visit the Site or send us emails, or whether GreenClippingsm posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from GreenClippingsm in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that GreenClippingsm provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

Entire Agreement, Changes to this Agreement and Waivers

These Terms of Service, together with the Privacy Policy and any other legal notices published by GreenClippingsm on the Site or any Deal Certificate, shall constitute the



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entire agreement between you and GreenClippingsm concerning GreenClippingsm. We may change the terms of this Agreement from time to time on a going-forward basis, and any such modifications become effective immediately upon being posted to the Site. It is your sole responsibility to check the Site from time to time to view any such changes in the Agreement. If you do not agree to any changes, if and when such changes may be made to the Agreement, you must cease use of the Site and Services. Your use of the Site and Services after any modifications to the Agreement indicates that you agree to such modified Agreement. Any changes to this Agreement (other than as set forth in this paragraph) or waiver of GreenClipping's rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of an officer of GreenClippingsm. No purported waiver or modification of this Agreement by GreenClippingsm via telephonic or email communications shall be valid.

Contracting Party, Choice of Law, Location for Resolving Disputes, Contact Information

This Agreement is between you and the GreenClippingsm. Communications may be directed to: GreenClipping, 2404 N. Delaware St., Indianapolis, IN 46205; support@greenclipping.com; 317-538-5472. All disputes arising out of or related to this Agreement shall be exclusively brought and exclusively maintained in the State courts located in Marion County, Indiana, or the United States District Court for the Southern District of Indiana, Indianapolis Division (or upon appeal, to the appellate courts of corresponding jurisdiction to such State or Federal court).

General Terms

You and we are independent contractors, and nothing in this Agreement creates a partnership, employment relationship or agency. There are no third-party beneficiaries of this Agreement. You may not assign this Agreement or your rights and obligations hereunder, in whole or in part, to any third party without our prior written consent, and any attempt by you to do so will be invalid. Should any part of this Agreement be held invalid or unenforceable, that portion will be construed consistent with applicable law and the remaining portions will remain in full force and effect. Our failure to enforce any provision of this Agreement will not be considered a waiver of the right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

YOU AND GREENCLIPPING AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO GREENCLIPPING MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.



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You represent that you are legally able to accept these Terms of Service. You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. And as stated in the Conditional Use of Our Site and Service, above, you affirm that you are, in any case, 13 years of age or older. If you aren't, you must please cease use of GreenClipping.

The parties hereto confirm their express wish that this Agreement and all documents and agreements directly or indirectly relating thereto be drawn up in the English language.