

TERMS AND CONDITIONS

THIS WEBSITE IS PROVIDED TO YOU BY SQUEEZE IT, CORPORATION (“WE” OR “US”). PLEASE TAKE A MOMENT TO READ THIS VISITOR AGREEMENT. BY USING THIS WEBSITE, YOU ACCEPT THIS VISITOR AGREEMENT. OUR SITES ARE ALWAYS EVOLVING; PLEASE BE AWARE THAT WE MAY CHANGE THIS VISITOR AGREEMENT FROM TIME TO TIME. BY CONTINUING TO USE THIS SITE AFTER WE POST ANY SUCH CHANGES, YOU ACCEPT THIS VISITOR AGREEMENT, AS MODIFIED.

THE GOAL OF THIS WEB SITE IS TO PROVIDE ACCESS TO OUR SELECTION OF PRODUCTS FOR HOME, YARD AND GARDEN TO AS WIDE AN AUDIENCE AS POSSIBLE. TO ENSURE A SAFE, PLEASANT ENVIRONMENT FOR ALL OF OUR USERS, WE HAVE ESTABLISHED THESE TERMS & CONDITIONS. IN THIS WAY, YOU WILL KNOW WHAT YOU CAN EXPECT FROM US AND WHAT WE EXPECT FROM YOU. BY ACCESSING, ANY AREAS OF GOTREEHUGGER.COM YOU AGREE TO BE LEGALLY BOUND AND TO ABIDE BY THE TERMS SET FORTH BELOW. GOTREEHUGGER.COM IS A SUBSIDIARY OF SQUEEZE IT, INC. AND ITS SUBSIDIARIES (COLLECTIVELY, THE “COMPANY”), HOPE YOU ENJOY YOUR VISIT TO THE SITE.

COMMUNICATIONS:

BY ACCEPTING THESE TERMS, YOU AGREE THAT WE MAY SEND COMMUNICATIONS TO YOU ABOUT THE SERVICE, THE SITE AND TREE HUGGER. THESE COMMUNICATIONS MAY INCLUDE EMAIL UPDATES, ALERTS AND OTHER INFORMATION RELATING TO THE SERVICE AND GOTREEHUGGER.

DISCLAIMERS AND LIMITATION OF LIABILITY:

YOU EXPRESSLY AGREE THAT USE OF GOTREEHUGGER.COM IS AT YOUR SOLE RISK. YOU MUST BE 18 YEARS OR OLDER TO REGISTER AS A MEMBER. NEITHER THE COMPANY, NOR ITS AFFILIATES, NOR ANY OF ITS OFFICERS, DIRECTORS, OR EMPLOYEES, AGENTS, THIRD-PARTY SERVICE OR CONTENT PROVIDERS (“PROVIDERS”), MERCHANTS (“MERCHANTS”), SPONSORS (“SPONSORS”), LICENSORS (“LICENSORS”), OR THE LIKE (COLLECTIVELY, “ASSOCIATES”), WARRANT THAT GOTREEHUGGER.COM WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF GOTREEHUGGER, OR AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION CONTENT, SERVICE, OR MERCHANDISE PROVIDED THROUGH GOTREEHUGGER; EXCEPT THAT THE COMPANY DOES GUARANTEE (THROUGH ITS “100% SATISFACTION GUARANTEE”) THAT IF, FOR ANY REASON, AT ANY TIME, YOU ARE LESS THAN 100% SATISFIED WITH A PRODUCT YOU HAVE PURCHASED FROM US, YOU MAY RETURN IT FOR EXCHANGE OR FULL REFUND LESS SHIPPING.

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GOTREEHUGGER.COM IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS AND THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL ADVICE OR WRITTEN OR ELECTRONICALLY DELIVERED INFORMATION GIVEN BY THE COMPANY OR ITS AFFILIATES, OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PROVIDERS, MERCHANTS, SPONSORS, LICENSORS, OR THE LIKE, SHALL CREATE ANY WARRANTY.

UNDER NO CIRCUMSTANCES SHALL THE COMPANY SQUEEZE IT, INC / GOTREEHUGGER OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING GOTREEHUGGER.COM BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS THAT RESULT FROM THE USE OF OR INABILITY TO USE GOTREEHUGGER.COM, INCLUDING BUT NOT LIMITED TO RELIANCE BY YOU ON ANY INFORMATION OBTAINED FROM GOTREEHUGGER.COM OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THE COMPANY'S RECORDS, PROGRAMS, OR SERVICES. YOU HEREBY ACKNOWLEDGE THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, MERCHANDISE, AND SERVICES AVAILABLE THROUGH TREEHUGGER.COM. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

THE COMPANY SQUEEZE IT, INC OR GOTREEHUGGER DOES NOT CLAIM OWNERSHIP OF ANY CONTENT YOU SUBMIT OR MAKE AVAILABLE FOR INCLUSION ON THE WEB SITE. HOWEVER, WITH RESPECT TO ALL SUCH CONTENT, INCLUDING, WITHOUT LIMITATION, CREATIVE IDEAS, SUGGESTIONS, CONTENT, POSTINGS, ARTWORK, CARTOON, PICTURE, PHOTOGRAPH, IMAGE, LIKENESS, MATERIAL OR OTHER SUBMISSIONS WHETHER VIA EMAIL, FEEDBACK, A PUBLIC FORUM OR OTHERWISE (COLLECTIVELY, "USER SUBMISSIONS"), YOU GRANT THE COMPANY AND ITS AFFILIATES THE WORLDWIDE, PERPETUAL, ROYALTY-FREE, IRREVOCABLE, NON-EXCLUSIVE RIGHT TO USE, COMMUNICATE, REPRODUCE, PUBLISH, DISPLAY, PERFORM, MODIFY, EDIT, ALTER, ADAPT, TRANSLATE, SUBLICENSE, DISTRIBUTE, CREATE DERIVATIVE WORKS FROM AND EXPLOIT SUCH USER SUBMISSIONS IN ANY MANNER, INCLUDING ON THE WEB SITE OR ANY OTHER WEB SITES, IN TELEVISION PROGRAMS, ON RADIO, IN BOOKS, MAGAZINES, CATALOGS, ARTICLES, COMMENTARIES, AND IN ANY OTHER MEDIUM NOW KNOWN OR LATER DEVELOPED WITHOUT YOUR FURTHER CONSENT.

YOU ALSO WARRANT THAT YOU OWN OR OTHERWISE CONTROL ALL OF THE RIGHTS TO ANY USER SUBMISSIONS, INCLUDING BUT NOT LIMITED TO, THE PERMISSION AND CONSENT OF EVERY PERSON OR PERSON IN ANY PICTURE, PHOTOGRAPH, IMAGE OR LIKENESS YOU SUBMIT OR POST ON OR TO THE WEB SITE OR OTHERWISE TRANSMIT TO THE COMPANY AND THAT OUR PUBLIC POSTING AND OTHER PUBLIC OR PRIVATE USE OF SUCH USER SUBMISSIONS WILL NOT INFRINGE THE RIGHTS OF ANY THIRD PARTY. YOU ACKNOWLEDGE THAT NEITHER YOU, NOR ANY OTHER PERSON OR PERSONS INCLUDED IN OR INVOLVED WITH THE USER SUBMISSION ARE ENTITLED NOW, OR IN THE FUTURE, TO ANY COMPENSATION FOR ANY USER SUBMISSIONS YOU MAY SUBMIT OR POST AND YOU WAIVE THE BENEFITS OF ANY PROVISIONS OF LAW KNOWN AS "DROIT MORAL" (MORAL RIGHTS) OR ANY SIMILAR LAWS.

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NO USER SUBMISSIONS, REGARDLESS OF HOW THEY MAY BE MARKED, WILL BE RECEIVED BY US IN CONFIDENCE, NOR SHALL THEY BE SUBJECT TO ANY EXPRESS OR IMPLIED OBLIGATION OF CONFIDENTIALITY. NEITHER THE COMPANY, OR ITS AFFILIATES, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES SHALL BE LIABLE FOR ANY USE OR DISCLOSURE OF ANY USER SUBMISSIONS.

YOU AND YOUR SUCCESSORS AND ASSIGNS HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES YOU MAY HAVE AGAINST THE COMPANY, OR ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS NOW OR IN THE FUTURE, AND HEREBY RELEASE THE COMPANY, ITS AFFILIATES, AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, OBLIGATIONS, LOSSES AND EXPENSES OF WHATEVER KIND, (COLLECTIVELY "CLAIMS") RELATING TO PROVIDING, POSTING, TRANSMITTING OR MAKING AVAILABLE THROUGH THE WEB SITE THE USER SUBMISSIONS TO THE COMPANY, OR THE COMPANY RECEIVING, EVALUATING, AND UTILIZING THE USER SUBMISSIONS. YOU FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY, ITS AFFILIATES, AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, INCLUDING, WITHOUT LIMITATION, CLAIMS THAT ANY USER SUBMISSIONS MISAPPROPRIATE OR INFRINGE UPON THE RIGHTS OF ANY THIRD PARTY, AND REASONABLE ATTORNEYS' FEES AND EXPENSES, WHICH RESULT OR ARISE FROM, OR ARE BASED ON, THE RECEIPT, EVALUATION OR USE OF USER SUBMISSIONS BY THE COMPANY, ITS AFFILIATES OR ITS THIRD PARTY LICENSEES.

IN ADDITION, THE COMPANY MAY, IN OUR SOLE DISCRETION, AT ANY TIME AND WITHOUT PRIOR NOTICE TO YOU, SUSPEND OR TERMINATE ANY PUBLIC FORUM, ANY OTHER PORTION OF THE WEB SITE, OR THE SUBSCRIPTION OR REGISTRATION OF ANY USER WHO VIOLATES ANY OF THESE TERMS AND CONDITIONS OF USE, ANY OF THE RULES, REGULATIONS OR GUIDELINES OR FOR ANY OTHER BEHAVIOR THAT WE IN OUR SOLE DISCRETION BELIEVE IS INAPPROPRIATE

INDEMNITY:

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY AND ITS ASSOCIATES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE LEGAL FEES AND EXPENSES), ALLEGING OR RESULTING FROM YOUR USE (OR USE BY ANY THIRD PARTY USING YOUR ACCOUNT) OF GOTREEHUGGER.COM AND SQUEEZE IT, INC VIOLATION OR BREACH OF THE TERMS OF USE.

TERMINATION OF USAGE:

THE COMPANY MAY TERMINATE YOUR ACCESS, OR SUSPEND YOUR ACCESS TO ALL OR PART OF GOTREEHUGGER.COM, WITHOUT NOTICE, FOR ANY CONDUCT THAT THE COMPANY, IN ITS SOLE DISCRETION, BELIEVES IS IN VIOLATION OF ANY APPLICABLE LAW OR IS HARMFUL TO THE INTERESTS OF ANOTHER USER, A THIRD-PARTY PROVIDER, MERCHANT, SPONSOR, LICENSOR, CONTENT OR SERVICE PROVIDER, OR THE COMPANY

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PRIVACY POLICY

WE KNOW THAT YOU CARE HOW YOUR INFORMATION IS USED, AND WE APPRECIATE YOUR TRUST THAT WE WILL USE IT CAREFULLY AND SENSIBLY. THIS NOTICE DESCRIBES OUR PRIVACY POLICY. BY VISITING US, YOU ARE ACCEPTING THE PRIVACY POLICY DESCRIBED BELOW.

1. HOW DO WE PROTECT THE SECURITY OF YOUR INFORMATION?

- WE WORK TO PROTECT THE SECURITY OF YOUR INFORMATION DURING TRANSMISSION BY USING SECURE SOCKETS LAYER (SSL) SOFTWARE, WHICH ENCRYPTS INFORMATION YOU INPUT.
- WE LIMIT ACCESS TO YOUR INFORMATION ON A “NEED TO KNOW” BASIS.
- WE REVEAL ONLY THE LAST FIVE DIGITS OF YOUR CREDIT CARD NUMBERS WHEN CONFIRMING AN ORDER. OF COURSE, WE TRANSMIT THE ENTIRE CREDIT CARD NUMBER TO THE APPROPRIATE CREDIT CARD COMPANY DURING ORDER PROCESSING.
- IT IS IMPORTANT FOR YOU TO PROTECT AGAINST UNAUTHORIZED ACCESS TO YOUR PASSWORD AND TO YOUR COMPUTER. BE SURE TO SIGN OFF WHEN FINISHED USING A SHARED COMPUTER.
- NO SYSTEM CAN GUARANTEE ABSOLUTE SECURITY, JUST AS THE FINEST LOCK CANNOT GUARANTEE PHYSICAL SECURITY. HOWEVER, WE TAKE EVERY REASONABLE PRECAUTION TO ASSURE THAT YOUR DATA IS SECURE.
- AGENTS: WE OCCASIONALLY EMPLOY OTHER COMPANIES AND INDIVIDUALS TO PERFORM FUNCTIONS ON OUR BEHALF. EXAMPLES INCLUDE FULFILLING ORDERS, DELIVERING PACKAGES, ASSISTANCE, PROCESSING CREDIT CARD PAYMENTS, AND PROVIDING CUSTOMER SERVICE. THEY HAVE ACCESS TO PERSONAL INFORMATION NEEDED TO PERFORM THEIR FUNCTIONS, BUT MAY NOT USE IT FOR OTHER PURPOSES.
- PROTECTION OF GOTREEHUGGER.COM AND OTHERS: WE RELEASE ACCOUNT AND OTHER PERSONAL INFORMATION WHEN WE BELIEVE RELEASE IS APPROPRIATE TO COMPLY WITH LAW; OR PROTECT THE RIGHTS, PROPERTY, OR SAFETY OF GOTREEHUGGER.COM, OUR USERS, OR OTHERS. THIS INCLUDES EXCHANGING INFORMATION WITH OTHER COMPANIES AND ORGANIZATIONS FOR FRAUD PROTECTION AND CREDIT RISK REDUCTION.
- NOTICES AND REVISIONS IF YOU CHOOSE TO VISIT GOTREEHUGGER.COM, YOUR VISIT AND ANY DISPUTE OVER PRIVACY IS SUBJECT TO THIS NOTICE. IF YOU HAVE ANY CONCERN ABOUT PRIVACY AT GOTREEHUGGER.COM, PLEASE SEND US A THOROUGH DESCRIPTION TO INFO@GOTREEHUGGER.COM, AND WE WILL TRY TO RESOLVE IT.
- GOTREEHUGGER.COM DOES NOT SELL PRODUCTS FOR PURCHASE BY CHILDREN. WE SELL CHILDREN’S PRODUCTS FOR PURCHASE BY ADULTS. IF YOU ARE UNDER 18, YOU MAY USE GOTREEHUGGER.COM ONLY WITH INVOLVEMENT OF A PARENT OR GUARDIAN.