



## ExperiGreen

Last Updated, June 2022

## Terms and Conditions

Continuous Service – For your convenience, your ExperiGreen service continues from year-to-year. If you desire to make a change to your service, or to stop your service, please notify us at 844-397-3744 or at [customerservice@experigreen.com](mailto:customerservice@experigreen.com)

## ExperiGreen 100% Satisfaction Guarantee

You take no risk whatsoever with [ExperiGreen](#). You must be fully satisfied with every treatment. If not, simply let us know and we'll immediately make it right. We're never satisfied until you are.

## Service Calls

Service calls are free for full program customers. If you take the recommended number of annual treatments and you notice issues or problems with your lawn, we will work to correct those issues, at no additional cost to you. For customers that choose fewer visits, service calls are free as long as the next regular treatment is scheduled. If there is a gap between treatments, results are guaranteed for 30 days. After the 30-day period, regular treatment costs will apply.

## Contact Information

To the extent allowed by law, by providing your home phone number, cell phone number, or email address to ExperiGreen Lawn Care, you expressly consent for ExperiGreen Lawn Care, along with its agents and affiliates, to contact you by telephone, including through the possible use of an automatic telephone dialing system or other automated technology, text and prerecorded message, or by email, with offers and other information regarding ExperiGreens' products and services. You expressly consent to be contacted through such means at the telephone numbers (including wireless numbers) or the email addresses you provide to ExperiGreen Lawn Care. You represent and warrant that any mobile or wireless telephone number you provide belongs to you and is associated with a mobile device in your possession. You will notify ExperiGreen Lawn Care if your mobile or wireless telephone number changes. Consent is not a requirement of purchase.

## Payment Collections

Payment for services (and applicable fuel, handling, processing, or other economic surcharges) is due upon receipt. For your convenience, we offer a discounted Prepay option as well as Autopay (automatic credit card/debit card or ACH payments the same day services are rendered) and Budget Billing options (monthly installments). Customer agrees that ExperiGreen Lawn Care may contact Customer via telephone, text, or email in the event debit/credit card or bank account payment fails when processed.

## Prepayment Agreement

If Customer elects to Prepay for some or all ExperiGreen Lawn Care services, Customer acknowledges and agrees that depletion of Customer's prepayment funds is not an automatic cancellation of Customer account and that services, including those containing the application of pesticides, will continue after Customer's prepayment funds are depleted unless Customer contacts ExperiGreen Lawn Care to cancel Customer account. If Customer prepayment funds are depleted, Customer authorizes ExperiGreen Lawn Care to convert Customer account to AutoPay status using the same debit/credit card or bank account used for Customer prepayment and to charge the Customer debit/credit card or bank account for the cost of each service after it is performed.

## AutoPay Enrollment Agreement

When ExperiGreen Lawn Care customers enroll in ExperiGreen's AutoPay option, customer agrees to the following terms and provisions which are a binding part of Customer's agreement to receive and pay for services provided by ExperiGreen Lawn Care. Please read these provisions carefully and contact us in the event that you wish to cancel your AutoPay option.

- Customer agrees to pay for all services provided and authorizes ExperiGreen Lawn Care to initiate electronic payment transactions from the debit/credit card account or bank account that Customer has provided to ExperiGreen Lawn Care. Customer's consent applies to all invoices issued by ExperiGreen Lawn Care for all services provided at any time, including invoices for services that automatically renew each year. All payments will be automatically withdrawn from Customers specified credit card account on the date ExperiGreen Lawn Care issues an invoice for services unless Customer terminates the above authorization in the manner described below.
- Customer understands and agrees that ExperiGreen Lawn Care shall automatically charge Customer's credit card account, as applicable, for the total amount due on Customer's account. The charge or debit shall be initiated by ExperiGreen Lawn Care without further notice to Customer.

- ExperiGreen Lawn Care bears no liability or responsibility for any delay in the actual date on which customer's account is debited or customer's credit card is charged.
- Customer agrees that ExperiGreen Lawn Care may contact Customer via telephone, text, or email in the event AutoPay debit/credit card or bank account transaction fails.
- Customer agrees to notify ExperiGreen Lawn Care of any changes or updates to Customer's debit/credit card or bank account information.
- To cancel your AutoPay enrollment, Customer must call ExperiGreen Lawn Care at 844-397-3744. Customer agrees to notify ExperiGreen lawn Care in the event of any billing errors so that ExperiGreen Lawn Care can correct any such errors.
- ExperiGreen Lawn Care reserves the right to terminate Customer's AutoPay enrollment at any time. ExperiGreen Lawn Care reserves the right to revise the terms of AutoPay Enrollment from time to time and will provide notice of any such changes by posting revisions on the Terms & Conditions page of ExperiGreen.com website which shall be deemed effective at the time of posting. If Customer does not agree with any such revisions, Customer must terminate the AutoPay plan immediately. Customer's continued use of the AutoPay Enrollment constitutes Customer's agreement with these terms and conditions, as amended.

## Introductory Offer(s)

\*\$29.95 is our special, introductory price for your first application only. This special offer requires the purchase of our annual program. The \$29.95 offer is valid for lawns up to 10,000 sq. ft. For larger lawns over 10,000 sq. ft. or for any lawn size, please call us for a free price quote. Cannot be combined with any other offer or discounts. ExperiGreen may change or delete the introductory offer at any time. Any changes to the Introductory offer can be reviewed on the ExperiGreen website.

## Service Offerings

Availability of some services will vary by geographic location. Not all services may be offered in all locations.

## Treatments and Pre-Notification

ExperiGreen Lawn Care will generally treat your lawn 4 – 6 weeks apart, based on weather conditions. We do offer, only upon request, an automated email, text notification, or phone call the day before service that we are ready to perform.

## Non-Discrimination Statement

ExperiGreen Lawn Care does not discriminate in our services on the basis of race, color, religion (creed), gender, sexual orientation, gender expression or identity, age, national origin (ancestry), disability, marital status, veteran or military status. At ExperiGreen Lawn Care, we are always committed to providing an inclusive and welcoming environment to all employees, customers, and vendor partners.

## Text Messages

When Customer begins services, ExperiGreen Lawn Care will ask for the Customer phone numbers (including home & mobile). By providing a cell phone number, Customer authorizes ExperiGreen Lawn Care to send Customer informational text messages related to the services Customer has chosen or to alert Customer of a failed debit/credit card or bank account payment. Customer can unsubscribe from these text messages by replying STOP or UNSUBSCRIBE to any of these text messages. Though ExperiGreen Lawn Care does not charge Customer for these texts, messaging and data charges may apply to any text message Customer receives or send. It is recommended that Customer contact their cellular carrier if questions regarding messaging or data charges arise.

## Changes To Terms Of Use

ExperiGreen Lawn Care reserves the right to make changes to these Terms at any time, and such changes will be effective immediately upon being posted on the ExperiGreen.com website. Each time Customer uses ExperiGreen.com, Customer is encouraged to review the current Terms. Customer can determine when these Terms were last revised by referring to the "LAST UPDATED" legend at the top of these Terms. Customer's continued use of ExperiGreen.com will constitute the acceptance of the then-current Terms; however, any material changes to these Terms after Customers last usage of ExperiGreen.com will not be applied retroactively. Except for such material changes, the Terms that were in effect at the time any claim or dispute arose between Customer and ExperiGreen Lawn Care will be applied.

