

TERMS OF USE

BACQYARD provides landscape design services that allow its customers to see inspirational designs and layouts within the context of their own properties. BACQYARD helps homeowners, remodelers and renters in creating conceptual designs online.

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Introduction

Welcome to www.bacyard.com. This Site is owned and operated by BACQYARD, LLC (“BACQYARD,” “we,” or “us”). These Terms of Use (“Terms”) govern your use of our Site, hereafter referred to as “the Site”. These Terms include information about usage, licensing, and intellectual property. Please read these Terms carefully. By using the Site, you consent to these legally binding Terms as well as our Privacy Policy, which is hereby incorporated.

Consent and Capacity

In order to use our services, you must be at least thirteen. Your use of our services is conditioned on your acceptance of these Terms. If you do not agree with these Terms, please discontinue your use of the Site. By using our services, you warrant that you are entering into a binding contract with BACQYARD, LLC. Areas of the Site may also be subject to additional terms. Any additional terms are not intended to replace or supersede these Terms, but rather supplement these Terms in those specific areas. Please take the time to familiarize yourself with the additional conditions of those areas before accessing them.

Intellectual Property Rights

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User Content

www.bacyard.com allows its users to post, upload, or comment on content on the Site. This user-generated content includes, but is not limited to reviews. By posting on the Site, you grant BACQYARD, LLC a perpetual, nonexclusive, unrestricted, worldwide license to any and all of the user content you post. You acknowledge that you are the sole owner of any copyrights and that your content does not infringe the rights of any third parties. You agree to be fully responsible for any content you post on the Site.

User reviews, comments, pictures, and ideas posted on the Site may be used to improve www.bacyard.com. By submitting user content, you give permission to store and use such content to improve our services.

BACQYARD, LLC may monitor any user's content posted to the Site. We reserve the right, at our discretion, to remove, terminate, or prohibit users from accessing the Site for any reason or no reason with or without notice.

User Responsibilities

Users of the Site agree to the following guidelines:

1. You will keep your username and password confidential. You will not share this information with any other person.
2. You will not use another user's login and registration information.
3. You will not create fake accounts for the purpose of spamming users or visitors, collecting personal information with or without consent, or any other deceptive practices.
4. You will not circumvent, evade, disable, or otherwise interfere with the security of the Site.
5. You will not infringe the intellectual property rights of others.

Additionally, to access certain portions of the Site, you may be required to provide information. The information you provide must be truthful, accurate, and complete. The information you provide is subject to our Privacy Policy, which is hereby incorporated into these Terms.

Disclaimer

THE SITE, ITS CONTENT, AND ALL THE MATERIALS ARE "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OR GUARANTEE. YOU ACCESS THE SITE AT YOUR OWN RISK UNDERSTANDING THAT BACQYARD, LLC DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. BACQYARD, LLC WILL NOT BE RESPONSIBLE FOR OR LIABLE FOR ANY DAMAGE THAT MAY ARISE FROM YOUR USE OF THIS SITE. BACQYARD, LLC DISCLAIMS ANY AND ALL WARRANTIES PERTAINING TO THE ACCURACY AND USEFULNESS OF THE MATERIALS, CONTENT, SOFTWARE, OR SERVICES PROVIDED VIA THE SITE. BACQYARD, LLC MAKES NO PROMISES OR REPRESENTATIONS THAT OUR SOFTWARE IS FREE FROM VIRUSES, MALWARE, OR ANY OTHER HARMFUL COMPONENTS, OR THAT THE SITE WILL BE AVAILABLE WITHOUT INTERRUPTION.

THIS SECTION APPLIES TO YOU TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW.

Limitation of Liability

TO THE MAXIMUM EXTENT PROVIDED BY APPLICABLE LAW, BACQYARD, LLC DOES NOT ACCEPT LIABILITY FOR LOSS OR DAMAGE OF ANY KIND, BE IT DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, ACTUAL, PUNITIVE, OR OTHERWISE, WHETHER IT ARISES FROM PERSONAL INJURY, FINANCIAL LOSS, DATA LOSS, OPPORTUNITY LOSS, THIRD-PARTY USE OR MISUSE, AGGREGATE SERVICE, PERSONAL DISSATISFACTION, OR ANY OTHER DAMAGE RESULTING FROM YOUR USE OF THE SITE. THE FULL ASSUMPTION OF RISK AND THEREFORE RESPONSIBILITY LIES WITH YOU, THE USER AND VISITOR. BACQYARD, LLC, ITS DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUBSIDIARIES, ASSIGNORS, AND LICENSORS WILL NOT BE HELD LIABLE IN ANY EVENT. FOR JURISDICTIONS IN WHICH STATUTORY LAW PROHIBITS THE LIMITATION OF CERTAIN TYPES OF LIABILITY RELATED TO THE GROSS NEGLIGENCE OF A PARTY, BACQYARD, LLC'S LIABILITY IS LIMITED TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW.

Indemnification

You agree to indemnify and hold harmless BACQYARD, LLC, its directors, shareholders, employees, representatives, agents, subsidiaries, assignors, and licensors from and against any lawsuits, disputes, claims, proceedings, demands, costs, or expenses related to or stemming from any use of the Site or your breach of these Terms and any other policies incorporated into this agreement.

Choice of Law

These Terms and any disputes arising from the use of THE SITE are governed by and construed according to the law of the state of Virginia. Each party agrees to submit to the courts of the state of Virginia and that the state of Virginia has personal jurisdiction over the matter.

Dispute Resolution

We believe that it is beneficial to all parties to quickly resolve any potential disputes as efficiently and cost-effectively as possible. In line with this belief, you agree that any disputes arising from your use of the Site will be handled and resolved according to the provisions of these Terms, unless otherwise explicitly stated. If informal attempts fail, you agree to submit any claim, dispute, or controversy to binding arbitration.

YOU AGREE TO WAIVE ANY AND ALL RIGHTS TO A JURY TRIAL YOU MAY HAVE IN ANY AND ALL JUDICIAL PROCEDURES AND PROCEEDINGS RELATED TO ANY DISPUTE ARISING FROM YOUR USE OF THE SITE UNDER THESE TERMS.

ALL PARTIES WAIVE THEIR RIGHTS TO PRESENT CLAIMS IN A CLASS ACTION SUIT.

Severability

If any portion of these Terms is deemed unenforceable, void, or invalid for any reason, the remaining provisions of these Terms will remain unaffected and will not be considered unenforceable, void, or invalid. They will maintain the full force of law to the extent possible.

Changes to These Terms

We may update these Terms from time to time. If any updates are made to these Terms, they will be posted here. Additionally, if material changes are made, we will notify you via a notice posted on the Site, and registered users will receive an additional email. Please check this page frequently for updates.

Contact Us

If you have any questions, comments, or concerns about these Terms or our services, please contact us via email at support@bacyard.com, or by mail at 10939 Mission Ridge Drive, Manassas, Virginia 20109.

Effective Date: April 1, 2021