

Terms Service Agreement

Last Updated: 2/7/2024

This Terms of Service Agreement ("Agreement") is entered into between **KFA Land Maintenance**, hereinafter referred to as the "Company," and the customer of Company's services, hereinafter referred to as the "Customer."

1. Acceptance of Terms

By using the services provided by the Company, the Customer agrees to be bound by the terms and conditions outlined in this Agreement.

2. Customer Responsibilities

The Customer agrees to:

- Customers agree to comply with all policies, guidelines, and instructions provided by the Company in connection with the use of its services.
- Customers are responsible for the timely payment of any fees or charges associated with the Company's services, as outlined in the applicable pricing and payment policies.
- The Customer is responsible for providing accurate and up-to-date information during the registration process. Any changes to the account or payment information should be promptly updated to ensure accuracy.
- Refrain from engaging in any unauthorized or harmful activities.

3. Intellectual Property

All content and materials provided by the Company are the intellectual property of the Company. The Customer is granted a limited, non-exclusive license to use the services.

4. Privacy Policy

The Customer acknowledges and agrees to the terms of the Company's Privacy Policy, which can be found [See Privacy Policy].

5. Service Description

The Company provides Fire Ant Land Maintenance. The Customer agrees to use the services in accordance with any applicable usage guidelines provided by the Company.

6. Weather

Weather conditions may result in service disruptions, delays, or cancellations as the effectiveness of our product and the safety of our customers and staff are our priority. The company will make reasonable efforts to communicate any weather-related impacts to customers in a timely manner through Phone, Email or Text.

7. Payments and Fees

Payment terms and any applicable fees are detailed in the Company's pricing and payment policies [See Pricing and Payment Policy].

8. Termination

The Company reserves the right to terminate or suspend a Customer account for violations of this Agreement or for any other reason determined at the Company's discretion.

9. Dispute Resolution

Any disputes arising out of or relating to this Agreement will be resolved through [arbitration/mediation/litigation] in Hilo, HI, applying the laws of Hawaii.

10. Limitation of Liability

The Company is not liable for any direct, indirect, incidental, consequential, or special damages arising out of or in any way connected with the use of its services. The Company makes no guarantees, representations, or warranties, express or implied, regarding the results, outcomes, or performance of the services provided under this Agreement. The service provided by the Company is subject to various factors, including but not limited to individual circumstances, land conditions, external influences, and unforeseen events, which may affect the results or outcomes of the services.

11. Force Majeure Event

Any event or circumstance beyond the reasonable control of the Company, including but not limited to acts of God, fires, floods, earthquakes, hurricanes, pandemics, acts of terrorism, wars, government actions, strikes, or labor disputes, shall not be deemed in breach of its obligations under this Agreement and shall be excused from performance for the duration of the Force Majeure Event.

12. Modifications to Terms

The Company reserves the right to modify or update the terms of this Agreement at any time. Users will be notified of changes, and continued use of the services constitutes acceptance of the modified terms.

13. Contact Information

For inquiries or concerns related to this Agreement, please contact KFA Land Maintenance at (808)965-0209 or PO BOX 261, Pahoia HI 96778