

Registration to this website is free! We do insist that you abide by the rules and policies detailed below. If you agree to the terms, please check the 'I agree' checkbox and press the 'Register' button below.

Terms of Use Agreement

Welcome to the Terms of Use Agreement for Hancock Glen.com, a site owned and operated by Hancock Glen Hancock Inc., a Texas Corporation

1. DESCRIPTION OF SERVICES.

Hancockglen.com (the "Site") provides online Internet forum services for the "Green Industry," namely, the lawn care and landscape industry (the "Services"). The Services include all content and media on the Site, including, but not limited to, all public and private discussions, forums, discussion and bulletin boards, e-mails, messaging, and chats on the Site. The Services, including any updates, enhancements, new features, and/or the addition of any new links, are subject to this Terms of Use Agreement ("Agreement").

Hancock Glen may discontinue, modify or suspend any aspect of the Site or the Services without prior notice of any kind. Hancock Glen may impose limits on use of the Site or the Services, or suspend or discontinue access to all or part of the Site or the Services without prior notice of any kind. Please check the Terms of Use ("TOU") in this Agreement every time you visit to view any changes.

2. ACCEPTANCE OF TERMS.

You agree that your use of the Site and the Services as either a Guest (when you browse the Site), Member (when you have registered as a Member) on the Site are subject to the TOU in this Agreement.

The term “User” refers to a Guest or Member on the Site. You are only authorized to use the Site and the Services if you agree to abide by all applicable laws and to the TOU in this Agreement. Please read this Agreement carefully. If you do not agree with the TOU, you should leave the Site and discontinue use of the Services.

ELS may modify the TOU in this Agreement from time to time, with or without notice to you, and such modifications shall be effective upon posting by HANCOCK GLEN on the Site. You agree to be bound by any changes to the TOU when you use the Site or the Services after any such modification is posted. It is therefore important that you review the TOU in this Agreement regularly to ensure that you are updated as to any changes.

This Agreement, and any posted revisions to the TOU in this Agreement, shall remain in full force and effect while you use the Site and the Services. You may terminate your Membership at any time, for any reason. Even after your Membership terminates, either by you or by HANCOCK GLEN, this Agreement will terminate, provided, however, terms which by their nature continue shall survive termination and continue until fulfilled.

3. PRIVACY AND PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION.

See the Privacy Policy relating to the collection and use of your personally identifiable information. For purposes of the Privacy Policy, the term “Personally Identifiable Information” refers to any information that identifies or can be used to identify, contact, or locate the person to whom such information pertains.

4. NOTICE SPECIFIC TO INFORMATION AVAILABLE ON THIS SITE.

4.1 Content on the Site. By posting, publishing, uploading or displaying content, digital media, information, Web links, comments, images, text, files, photographs, videos, works of authorship, messages, communications or any other materials (collectively, “Content”) of any kind on the Site, you grant HANCOCK GLEN, its affiliates, and agents an irrevocable, perpetual, worldwide, royalty-free, non-exclusive license to use, reproduce, modify, edit, move, distribute, transmit, display, perform, adapt, and publish any such Content for any purpose on or through the Site via any media channels now known or later developed, without notice. You represent and warrant that you own the Content posted by you on the Site or otherwise have the proper authorization to grant this license. You agree to pay for all royalties, fees, and any other monies owing any person or entity by reason of any Content posted by you on the Site or using the Services. You are not permitted to take another User’s Content and reproduce it in any manner without the prior written consent of HANCOCK GLEN.

4.2 Monitoring of Content. HANCOCK GLEN and its agents and designees reserve the right to monitor, restrict access to, edit, modify or remove any Content on the Site. HANCOCK GLEN reserves the right at all times to disclose any information HANCOCK GLEN deems necessary to satisfy any applicable law,

regulation, legal process or governmental request, or to edit, modify, refuse to post or to remove any information or materials, in whole or in part, in HANCOCK GLEN's sole discretion. THESE RIGHTS WILL NOT BE CONSTRUED TO CREATE ANY LIABILITY TO HANCOCK GLEN IN CONNECTION WITH ANY CONTENT. Materials uploaded to the Site may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

4.3 DISCLAIMERS AND LIMITATIONS ON LIABILITY. The Site contains Content published and posted by Users and links to third party Web sites. User Content does not necessarily reflect the opinions or policies of HANCOCK GLEN. When you access third party Web sites, you do so at your own risk. Third party links published or posted by Users or Site Sponsors do not constitute or imply an approval or endorsement by HANCOCK GLEN of any information, materials, documents, services or products available on third party Web sites. HANCOCK GLEN makes no representations about the suitability or accuracy of information, documents, materials, services or products published, posted or made available as part of the content, services or products offered by Users or Sponsors for any purpose. ALL SUCH INFORMATION, MATERIALS, CONTENT, SERVICES AND PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND BY HANCOCK GLEN. HANCOCK GLEN DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, MATERIALS, CONTENT, SERVICES AND PRODUCTS INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY. IN NO EVENT SHALL HANCOCK GLEN BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER BASED IN CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF INFORMATION, PRODUCTS OR SERVICES AVAILABLE ON THE SITE OR BY THIRD PARTIES, OR FAILURE TO PROVIDE PRODUCTS OR SERVICES BY HANCOCK GLEN OR THIRD PARTIES, WHETHER OR NOT HANCOCK GLEN KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES.

HANCOCK GLEN DOES NOT WARRANT THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE FUNCTIONING WILL BE UNINTERRUPTED OR FREE OF ERRORS. HANCOCK GLEN ASSUMES NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ANY USER'S CONTENT OR COMPUTER. HANCOCK GLEN IS NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, FAILURE OF ANY E-MAIL OR PLAYERS DUE TO TECHNICAL PROBLEMS ON THE INTERNET OR ON THE SITE OR COMBINATION THEREOF, INCLUDING ANY INJURY OR DAMAGE TO ANY USER'S COMPUTER RELATED TO OR RESULTING FROM PARTICIPATION OR DOWNLOADING MATERIALS IN CONNECTION WITH USING THE SITE OR THE SERVICES. UNDER NO

CIRCUMSTANCES SHALL HANCOCK GLEN BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM USE OF THE SITE OR THE SERVICES, FROM ANY USER CONTENT POSTED ON OR THROUGH THE SITE, OR FROM THE CONDUCT OF ANY USERS OF THE SITE OR THE SERVICES, WHETHER ONLINE OR OFFLINE.

HANCOCK GLEN IS NOT RESPONSIBLE, AND SHALL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY, WITH RESPECT TO ANY CONTENT POSTED BY ANY USERS ON THE SITE, EXCEPT FOR MATERIAL POSTED OR PUBLISHED BY A REPRESENTATIVE OF HANCOCK GLEN, EVEN IF THAT MATERIAL VIOLATES THIS AGREEMENT.

IN ANY CASE, HANCOCK GLEN'S TOTAL, CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF \$200 AND ANY FEES/ PAYMENTS RECEIVED BY HANCOCK GLEN FROM YOU FOR USING THE SITE OR THE SERVICES, OR ADVERTISING ON THE SITE. THIS LIMITATION WILL APPLY, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF WHETHER A CLAIM OR ACTION SOUNDS IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY.

PLEASE NOTE THAT SOME OF THESE LIMITATIONS ON LIABILITY MAY NOT BE ENFORCEABLE IN SOME STATES, AND IF SO, THEY ARE NOT APPLICABLE TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

YOU HEREBY AGREE TO RELEASE HANCOCK GLEN, ITS AFFILIATES AND AGENTS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED ("CLAIMS"), ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SITE AND SERVICES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: "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."

YOU ACKNOWLEDGE AND AGREE THAT HANCOCK GLEN WOULD NOT HAVE POSTED THIS SITE BUT FOR THESE DISCLAIMERS OF LIABILITY, AND AGREE THAT THE TERMS ARE REASONABLE.

5. MEMBER ACCOUNT, PASSWORD, AND SECURITY.

To become a Member of the Site, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You may also login with other ID's such a Facebook. You also will choose a password and a User name. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur on your account. You agree to notify HANCOCK GLEN immediately of any unauthorized use of your account or any other breach of security. HANCOCK GLEN will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by HANCOCK GLEN or another party due to someone Hancock Glene using your account or password. You may not use any other Member's account or password at any time without the permission of that Member.

6. NO UNLAWFUL OR PROHIBITED USE.

As a condition of your use of the Site and the Services, you will not use the Site or the Services for any purpose that is unlawful or prohibited by the TOU in this Agreement. HANCOCK GLEN reserves the right to investigate and take appropriate legal action against any Users who, in HANCOCK GLEN's sole discretion, violate this provision, including, without limitation, refusing to post, removing, editing or modifying any offending Content, or denying, restricting, suspending or terminating your access to all or any part of the Site or the Services, or suspending or terminating your Membership on the Site, with or without prior notice or explanation, and without liability to HANCOCK GLEN. HANCOCK GLEN has no obligation to take any of the above-referenced actions, and is not responsible for the conduct of any Users who violate this provision. The following prohibitions apply to all of the Services on the Site. You will not:

6.1 Use the Services in any manner that could damage, disable, overburden, or impair any of the Site's servers or the network(s) connected to any of the Site's servers, or interferes with any other party's use and enjoyment of the Services.

6.2 Attempt to gain unauthorized access to any of the Services, other accounts, computer systems or networks connected to any Site server or to any of the Services, through hacking, password mining or any other means.

6.3 Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

6.4 Use the Services, or contact Users or Sponsors in connection with surveys, contests, pyramid schemes, chain letters, junk e-mail, spamming or any duplicative, exploitive or unsolicited messages (commercial or otherwise).

6.5 Advertise products of any kind that you or someone else manufactures, supplies, distributes or sells unless you are a Sponsor of the Site. This includes not publishing, posting, uploading, discussing, mentioning or listing the telephone numbers, addresses, facsimile numbers, e-mail addresses, domain names or Web links of your manufacturing, supply, retail, or wholesale business or any other business of this type provided it is done in non-spam way and relative to the content of the page or website.

6.6 Publish, post, upload, link to, discuss, disseminate, mention, or list your own personal contact information if you are not a Sponsor and if it is for the purpose of advertising, distributing or selling products that you or someone else manufactures, supplies, distributes or sells.

6.7 Publish, post, upload, link to, discuss, disseminate, mention or list your or anyone else's age or e-mail address anywhere on the Site.

6.8 Publish, post, upload, link to, discuss, disseminate, mention or list names, telephone numbers, addresses, e-mail addresses, facsimile numbers, domain names or Web sites of any other Users.

6.9 Publish, post, upload, link to, discuss, disseminate or mention on the Site, whether directly or indirectly or through Sponsored advertisements, other Green Industry Web sites or other Web sites that contain links to Green Industry Web sites. .

6.10 Defame, abuse, harass, stalk, threaten, offend, provoke, name call, or otherwise violate the legal rights (including the rights of privacy and publicity) of others.

6.11 Publish, post, upload, disseminate, use or make comments which are of an abusive, violent, inappropriate, vulgar, profane, defamatory, obscene, indecent, sexually explicit, pornographic, or otherwise objectionable or unlawful nature.

6.12 Publish, post, discuss, upload, disseminate or mention information that contains Content intended to victimize, harass, degrade, or intimidate an individual or group of individuals on the basis of religion, gender, race, ethnicity, age, disability, or sexual orientation. Hate speech of any kind is not permitted on the Site.

6.13 Publish, post, discuss, upload, disseminate or mention illegal activities of any kind, including, without limitation, references to illegal drug use, terrorist activities, making or buying illegal weapons, violating someone else's privacy or child pornography.

6.14 Publish, post, upload, disseminate, post Web links to or otherwise make available any Content, which is obscene, lewd, violent, sexually explicit, pornographic or otherwise objectionable or illegal.

6.15 Publish, post, upload, use or otherwise make available, pass off as your own, or solicit for exchange, sale or purchase, any Content protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.

6.16 Post, upload, disseminate, link to, use, modify, copy, reproduce, republish, transmit or otherwise make available any Content, which is made available through the Site and the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other personal or proprietary right of any party.

6.17 Publish, post, upload, disseminate, use, link to or otherwise make available any image, photograph or picture of any other person or User without that person's or User's consent.

6.18 Solicit information of any kind from or exploit in any way Users who are under the age of 18.

6.19 Upload files to the Site that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.

6.20 Harvest, solicit or otherwise collect personal information from or about other Users for any purpose.

6.21 Use the Site or the Services in any manner which is inconsistent with or violates any applicable laws or regulations.

6.22 Create a false identity on the Site for the purpose of misleading others.

6.23 Publish, post, disseminate, link to, upload, use, copy or otherwise make available (whether or not for a fee) any directory of Users of the Services.

6.24 Register on the Site under a new User name if HANCOCK GLEN has restricted, suspended or terminated your use or Membership on the Site.

6.25 Register more than once or register more than one User name on the Site. If you register more than once or register any additional User name(s), HANCOCK GLEN will delete any additional registration and/or User name from the Site and system.

6.26 Register with a User name that is offensive, deceptive or violates any other party's rights.

6.27 Register on the Site if you are under the age of 13.

6.28 Register on the Site with a non-working or inactive e-mail address, or someone else's e-mail address other than your own.

6.29 Publish, post, upload, disseminate, discuss, mention or insinuate false information about other Users or sponsors.

6.30 Publish, post, upload, disseminate, discuss or mention the value, validity or effectiveness of products or services of sponsors if you have never owned or used such product or services.

7. UNSOLICITED IDEA SUBMISSION POLICY.

We welcome your comments and feedback about the Site and the Services. However, HANCOCK GLEN does not accept or consider unsolicited submissions concerning its business or operations, including, but not limited to, original ideas for new advertising campaigns, promotions, products, services, technologies, processes, materials, marketing plans or new product/service names. Please do not send HANCOCK GLEN such submissions. The purpose of this policy is to avoid potential misunderstandings or disputes when HANCOCK GLEN's services, products or marketing strategies appear similar to ideas submitted to HANCOCK GLEN. All such submissions to HANCOCK GLEN are considered the property of HANCOCK GLEN. HANCOCK GLEN does not have an obligation to protect the confidentiality of any such submission. HANCOCK GLEN will exclusively own all known or later-existing rights to such submission worldwide, and will be entitled to the unrestricted use of any such submission for any purpose, without compensation to you or any third party provider of such submission.

8. COPYRIGHT COMPLAINTS.

Materials may be made available on the Site by third parties not within our control. HANCOCK GLEN respects the intellectual property rights of others, and we ask the Users of the Site and the Services to do the same. It is our policy not to permit materials known by HANCOCK GLEN to infringe another party's copyright to remain on the Site. If you believe that your work has been copied and is accessible on the Site in a way that constitutes copyright infringement, or that the Site contains links or other references to another online location that contains material or activity that infringes your copyright rights, you may notify HANCOCK GLEN by providing the following information (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. § 512) to our copyright agent set forth below:

8.1 A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

8.2 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;

8.3 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 HANCOCK GLEN to locate the material;

8.4 Information reasonably sufficient to permit HANCOCK GLEN to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;

8.5 A statement that the complaining party has 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

8.6 A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

9. INTELLECTUAL PROPERTY OF HANCOCK GLEN. The Site and the Services contain content protected by copyright, trademark, and other law, and HANCOCK GLEN owns and retains all rights in this content.

10. COPYRIGHT NOTICE. Copyright © 2020- HANCOCK GLEN. All rights reserved.

11. TRADEMARKS. Hancock Glen, the Hancock Glen logo, the Working Hard so you can enjoy your yard slogan

12. JURISDICTION AND DISPUTES.

This Agreement is governed by the laws of the State of Texas, USA, without regard to its conflicts of laws provisions, the state and federal courts of which have sole and exclusive jurisdiction to resolve any actions or claims arising out of or in connection with your use of the Site and/or the Services, your breach of this Agreement and/or arising from any breach of your representations and warranties set forth in this Agreement. You submit to the jurisdiction of such courts for such purpose, and agree not to contest venue as appropriate in Dallas, Dallas County Texas. The parties waive the right to trial by jury.

13. INDEMNITY.

You agree to indemnify and hold HANCOCK GLEN, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Services and/or the Site in violation of this Agreement and/or from any breach of this Agreement.

14. ADA and other regulatory compliance – Hancock Glen makes every effort to assure that Hancock Glen.com is user friendly and accessible to all. We use commonly available Content management

software (CMS). The site is for informational purposes only and we strive to provide accurate and reliable information. We are not responsible for content posted by users. We are not responsible content provided by 3rd party sites that may be linked to or from our website Hancock Glen.com.

Your sole remedy is to inform Hancock Glen of any updates to information that is needed, how the 3rd Party CMS software may be failing to keep the content of the website secure and compliant or if the content is factually incorrect with proper citations.

Please send the complete URL of the location of the information, a copy of a screenshot of the information properly highlighted to identify the specific subject matter. A narrative of the concern and a citation of why the information may be incorrect, or improperly applied or otherwise displayed. The use of this website signifies your acceptance of the Privacy and Terms of Use agreement. If you do not agree again your sole remedy is to not use the website or notify Hancock Glen of how the website is not in compliance with any legal or technical matter as well as provide sufficient time for those issues to be brought up to industry standards or to correct the information presented. Content can typically change if found to materially incorrect within 30 to 60 days. Technology issues may take longer depending on the nature of the request or within 30 to 60 days if within the scope of commonly found CMS systems.

Attention Webmaster
Hancock Glen Inc.
PO Box 541746
Grand Prairie Texas 75054-1746

15. MISCELLANEOUS.

This Agreement is accepted upon your use of the Site and the Services. This Agreement and the Privacy Policy constitute the entire agreement of the parties with respect to your use of the Site "Hancock Glen.com and the Services. The TOU in this Agreement may be modified by HANCOCK GLEN at any time and by you only with the prior written consent of HANCOCK GLEN in each instance. Any claim with respect to your use of this Site and the Services must be brought within one (1) year of the date that the claim arises. If any provision of this Agreement is held unenforceable, the remaining provisions will be enforced to the maximum extent possible. No waiver by HANCOCK GLEN of any rights under this Agreement constitutes a waiver of any other right, or right to enforce any subsequent breach of these Agreements. In the event HANCOCK GLEN is forced to enforce its rights against you, in addition to any other remedies, you agree to pay HANCOCK GLEN's reasonable costs, including attorneys' fees and costs of suit.

Last Modified June 24, 2020

