

TERMS OF USE

Worldwide Disposal Service, LLC. ("Worldwide Disposal Service," "we," "us," "our," or similar phrases) maintains this website in an attempt to provide you with comprehensive information regarding Worldwide Disposal Service and the ability to request service and remit payment for services provided. In addition, the website can be used to convey information about the products and services provided by Worldwide Disposal Service. Worldwide Disposal Service requires that all the visitors to our website adhere to the following rules and regulations, which govern your access to, and use of, this website. Please read these website terms of use carefully before using this website. This website is available for your use only on the condition that you agree to the terms of use set forth below. If you do not agree to all of the terms of use, do not access or use the website. By accessing, browsing or using this website, you, and the entity you are authorized to represent, acknowledge that you have read, understood and agree to be bound by these terms of use and to comply with all applicable laws and regulations, including export and re-export control laws and regulations.

1. Scope of Terms of Use

These terms of use govern your use of the website and all applications, software and services available via the website. Specific terms for the services to be provided by Worldwide Disposal Service for the collection, transportation and disposal of solid waste shall be set forth in the applicable service agreement and shall accompany, or are listed in association with, the services available via this website. These terms of use do not alter in any way the terms or conditions of any service agreement or other terms and conditions for services that you may have or will have with Worldwide Disposal Service. To the extent that there is any conflict between these terms of use and any terms and conditions or agreements relating to services you have purchased, those other terms and conditions or agreements will govern.

This website and the features it provides may be used only for lawful purposes by individuals seeking information about Worldwide Disposal Service and the services it may provide. This website is provided solely for the use of current and potential Worldwide Disposal Service customers to interact with Worldwide Disposal Service and may not be used by any other person or entity, or for any other purpose. Specifically, all services, receiving invoices and remitting payment, and other information and services provided by Worldwide Disposal Service may only be used by current and potential Worldwide Disposal Service customers for their own accounts. Use of this website to provide information to, or to request service by or for the benefit of, third parties is expressly prohibited.

In requesting service via this website, you may be asked to supply certain information relevant to your account, including without limitation your credit card number, the expiration date of your credit card, your billing address, and your site location. **YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT MEANS USED TO INITIATE ANY TRANSACTION.** Any

such information provided through the website will be treated by Worldwide Disposal Service in accordance with the Worldwide Disposal Service privacy policy. With respect to any individual whose personal information is provided by you to Worldwide Disposal Service, you represent to Worldwide Disposal Service that you have obtained all necessary consents for the processing of such personal information.

By submitting such information, you grant Worldwide Disposal Service the right to provide such information to third parties for purposes of facilitating the completion of purchase of services initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any transaction. You agree to pay all charges that may be incurred by you or on your behalf through the website, at the price(s) in effect when such charges are incurred, including without limitation all delivery fees, late fees and any other fees, expenses, surcharges, costs and taxes set forth in the applicable service agreement.

Any personally identifying information submitted on this website is subject to our privacy policy, the terms of which are incorporated herein. Please review our privacy policy to understand our practices.

2. Eligibility

You must be 18 years of age or older to conduct financial or service request transactions on this website; however, Worldwide Disposal Service welcomes persons under the age of 18 to enjoy the educational tools provided by Worldwide Disposal Service on this website. By visiting this website and accepting the terms of use, you represent and warrant to Worldwide Disposal Service that you have reached the age of majority in order to conduct financial or service request transactions, and that you have the right, authority and capacity to agree to and abide by these terms of use and any additional terms and conditions with respect to any service to be provided by Worldwide Disposal Service.

3. Modifications

Any aspect of the website may be changed, supplemented, deleted or updated without notice at the sole discretion of Worldwide Disposal Service. Worldwide Disposal Service has attempted to make sure all of the information on our website is current and accurate, but no guarantee is made in that regard. We may at any time revise these terms of use by updating this website. We may also at any time change our general business practices or impose fees for products and services or without prior notice. By using and continuing to access this website, you agree to be bound by any such revisions and changes and should therefore periodically visit this page to determine the then-current terms of use to which you are bound.

Worldwide Disposal Service expressly disclaims liability for omissions and inaccuracies in any part of this website.

4. Intellectual Property

Any and all intellectual property rights associated with the website and its contents are the sole property of Worldwide Disposal Service and its affiliates. The material provided in this website is protected by copyright and

other laws in both the United States and other countries. All custom graphics, icons and other items that appear on the website are trademarks or service marks of Worldwide Disposal Service or its affiliates and may not be used or interfered with in any manner without the express written consent of Worldwide Disposal Service. Except as stated herein, none of the material set forth in this website may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of Worldwide Disposal Service. Any unauthorized use of any material contained on this website may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

Except as expressly provided herein, Worldwide Disposal Service does not grant to you any express or implied rights to Worldwide Disposal Service's or any third party's intellectual property.

In addition, except to the extent required by law or as expressly provided herein, none of the information provided in this website may be reverse-engineered, modified, reproduced, republished, translated into any language or computer language, retransmitted in any form or by any means, resold, or redistributed without the prior written consent of Worldwide Disposal Service. You may not make, sell, offer for sale, modify, reproduce, display, publicly perform, import, distribute, retransmit or otherwise use any of the content or other information set forth in this website in any way, unless expressly permitted to do so by Worldwide Disposal Service.

This website may contain links to third-party websites and resources. These links will let you leave our website. The linked websites are not under the control of Worldwide Disposal Service, and Worldwide Disposal Service is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. Worldwide Disposal Service makes no representations or warranties regarding the correctness, accuracy, performance or quality of any content, software, service or application found at any linked site. Worldwide Disposal Service is not responsible for the availability of the linked sites or the content or activities of such sites. If you decide to access linked sites, you do so at your own risk.

Worldwide Disposal Service is not responsible for webcasting or any other form of transmission received from any linked site. Worldwide Disposal Service is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Worldwide Disposal Service of the website.

5. Restrictions on Use of the Website

In addition to other restrictions set forth in these terms of use, you agree that you shall not: (1) disguise the origin of information transmitted through the website; (2) place false or misleading information on the website; (3) use or access any service, information, application or software available via the website in a manner not expressly permitted by Worldwide Disposal Service; (4) input or upload to the website any information which contains any form of computer virus that is intended to damage, interfere with, intercept or expropriate any software, computer

system, this website, or any of the information or content contained herein; (5) upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws unless you own or control the rights thereto or have received all necessary consent to do the same; (6) use any material or information in any manner that infringes on any copyright, trademark, patent, trade secret or other proprietary right of any party; (7) use or access the website in any way that, in Worldwide Disposal Service's judgment, adversely affects the performance or function of Worldwide Disposal Service, its systems or the website, or interferes with the ability of authorized parties to access the website; (8) violate any applicable laws or regulations; (9) create a false identity for the purpose of misleading others; (10) collect, harvest, mine or engage in any other activity to obtain email addresses, phone numbers, personal information or any other information about others; (xi) use or attempt to gain access to or use of another's account, password, information or computer systems or networks, whether through hacking, password mining or any other means; or (xii) use the website in a fashion that, in the sole judgment of Worldwide Disposal Service, negatively reflects on the goodwill or reputation of Worldwide Disposal Service.

6. Account Information

If any of the services provided by this website require you to open an account, you must complete the registration process by providing Worldwide Disposal Service with current, complete and accurate information as prompted by the applicable registration form. 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 under your account. You agree to notify Worldwide Disposal Service immediately of any unauthorized use of your account or any other breach of security. Worldwide Disposal Service 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 Worldwide Disposal Service or another party due to someone else's use of your account or password. You may not use anyone else's account at any time without the permission of the account holder.

7. Submissions

Neither Worldwide Disposal Service nor any of its employees accepts or considers unsolicited ideas or comments, including ideas for new advertising campaigns, marketing strategies, new or improved products and services, technologies, processes, materials, or new product names. We have found this policy necessary in order to avoid misunderstandings should our business activities bear coincidental similarities with one or more unsolicited ideas offered to us. Please do not send your unsolicited ideas to Worldwide Disposal Service or anyone at Worldwide Disposal Service. However, we do welcome feedback regarding many areas of our existing businesses that will help satisfy customers' needs, and feedback can be provided through the many listed contact areas on the website. Any feedback you provide shall be deemed a "submission" under the terms hereof.

If any ideas or comments are received, you acknowledge that: (1) they will not be considered confidential or proprietary, and your idea will automatically become the property of Worldwide Disposal Service without

compensation to you; (2) Worldwide Disposal Service and its affiliates are under no obligation to keep such information confidential; (3) Worldwide Disposal Service will have no obligation to return your idea to you or respond to you in any way; and (4) Worldwide Disposal Service will have an unrestricted, irrevocable, worldwide, royalty-free right to use, communicate, reproduce, publish, display, distribute and exploit such comments or ideas in any manner it chooses.

8. Termination

You agree that Worldwide Disposal Service, at its sole discretion, may terminate or suspend your use of the website at any time and for any or no reason, even if access and use continue to be allowed to others. Upon such suspension or termination, you must immediately: (1) discontinue use of the website; and (2) destroy any copies you have made of any portion of the content of the website. Accessing the website after such termination, suspension or discontinuation shall constitute an act of trespass. Further, you agree that Worldwide Disposal Service shall not be liable to you or any third party for any termination or suspension of your access to the website.

Worldwide Disposal Service shall have the right to refuse or cancel any orders placed via this website. Worldwide Disposal Service shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, Worldwide Disposal Service shall promptly issue a credit to your credit card account in the amount of the charge.

9. Disclaimer of Warranties

WORLDWIDE DISPOSAL SERVICE MAKES NO REPRESENTATIONS ABOUT THE RESULTS TO BE OBTAINED FROM USING THE WEBSITE, AND THE USE OF SAME IS AT YOUR OWN RISK. THIS WEBSITE MAY INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES, OR TYPOGRAPHICAL ERRORS. THE WEBSITE MAY BE OUT OF DATE, AND WORLDWIDE DISPOSAL SERVICE MAKES NO COMMITMENT TO UPDATE THE SITE, MATERIALS AND SERVICES.

THIS WEBSITE, AND THE CONTENT AND INFORMATION PROVIDED HEREIN, ARE PROVIDED ON AN "AS IS" BASIS. WORLDWIDE DISPOSAL SERVICE AND ITS AFFILIATES, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. WORLDWIDE DISPOSAL SERVICE AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, SECURITY OR TIMELINESS OF THE CONTENT, INFORMATION OR SERVICES PROVIDED ON OR THROUGH THE USE OF THE WEBSITE. NO INFORMATION OBTAINED BY YOU FROM THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED BY WORLDWIDE DISPOSAL SERVICE IN THESE TERMS OF USE.

THE USE OF THIS WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA OR OTHER HARM THAT RESULTS FROM SUCH ACTIVITIES. WORLDWIDE DISPOSAL SERVICE ASSUMES NO LIABILITY FOR ANY COMPUTER VIRUS OR OTHER SIMILAR SOFTWARE CODE THAT IS DOWNLOADED TO YOUR COMPUTER FROM THE WEBSITE OR IN CONNECTION WITH ANY SERVICES OR MATERIALS. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WORLDWIDE DISPOSAL SERVICE OR VIA THIS WEBSITE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE. WORLDWIDE DISPOSAL SERVICE WILL NOT BE LIABLE FOR ANY LOSS THAT YOU MAY INCUR AS A RESULT OF SOMEONE ELSE'S USE OF YOUR PASSWORD OR ACCOUNT WITH RESPECT TO THIS WEBSITE OR ANY SERVICES OR MATERIALS, EITHER WITH OR WITHOUT YOUR KNOWLEDGE.

WORLDWIDE DISPOSAL SERVICE MAKES NO WARRANTY THAT: (1) THE WEBSITE WILL MEET YOUR REQUIREMENTS; (2) ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE WILL BE ACCURATE OR RELIABLE; AND (4) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

10. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THAT WORLDWIDE DISPOSAL SERVICE IS OTHERWISE FOUND RESPONSIBLE FOR ANY DAMAGES, WORLDWIDE DISPOSAL SERVICE IS RESPONSIBLE FOR ACTUAL DAMAGES ONLY. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WORLDWIDE DISPOSAL SERVICE OR ITS AFFILIATES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OF, OR INABILITY TO USE, THE WEBSITE, OR OF ANY SITE OR RESOURCE LINKED TO, REFERENCED OR ACCESSED THROUGH THIS WEBSITE, OR FOR THE USE OR DOWNLOADING OF, OR ACCESS TO, ANY MATERIALS, INFORMATION, PRODUCTS OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, DELICT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WORLDWIDE DISPOSAL SERVICE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE REMEDIES STATED IN THESE TERMS OF USE ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THESE TERMS OF USE. WORLDWIDE DISPOSAL SERVICE ALSO ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE, FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR ANY PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, BROWSING ON THIS WEBSITE, OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT OR IMAGES FROM THIS WEBSITE.

WORLDWIDE DISPOSAL SERVICE'S MAXIMUM LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THE USE OF THIS WEBSITE OR YOUR USE OF ANY CONTENT SET FORTH HEREIN, REGARDLESS OF THE CAUSE OF ACTION, WILL NOT EXCEED \$100.

YOU AGREE AND ACKNOWLEDGE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND WARRANTY PROVIDED IN THESE TERMS OF USE ARE FAIR AND REASONABLE.

11. Indemnification

You agree to defend, indemnify and hold harmless Worldwide Disposal Service, its affiliate companies and their respective officers, directors, employees, agents and representatives from any and all claims arising out of, or in connection with: (1) your breach of any of these terms and conditions set forth herein; (2) any of your activities conducted in connection with this website; (3) your use of the website or the use by any other person accessing the website using your user name and password; or (4) any information or other material you provide to Worldwide Disposal Service or this website.

12. Jurisdiction; Governing Law

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY EXPRESSLY AGREE THAT ANY PROCEEDING ARISING OUT OF, OR RELATING TO, YOUR USE OF THIS WEBSITE SHALL BE INSTITUTED IN A STATE OR FEDERAL COURT SITTING IN THE COUNTY OF DUVAL, STATE OF GEORGIA, UNITED STATES OF AMERICA, AND YOU EXPRESSLY WAIVE ANY OBJECTION THAT YOU MAY HAVE NOW OR HEREAFTER TO THE LAYING OF THE VENUE OR TO THE JURISDICTION OF ANY SUCH PROCEEDING. YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF, OR RELATED TO, YOUR USE OF THE WEB SITE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE. TO THE FULLEST EXTENT PERMITTED BY LAW, THESE TERMS OF USE ARE GOVERNED BY THE INTERNAL SUBSTANTIVE LAWS OF THE STATE OF GEORGIA.

13. General

You may not assign these terms of use or your interests, rights or obligations under these terms of use. If any provision of these terms of use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these terms of use, which shall remain in full force and effect. No waiver of any of these terms of use shall be deemed a further or continuing waiver of such term or condition or any other term or condition. You hereby waive any right to receive these terms in a written format. The failure of Worldwide Disposal Service to exercise or enforce any right or provision of these terms of use shall not constitute a waiver of such right or provision. You and Worldwide Disposal Service are independent contractors and are not and shall not be deemed to be the legal representative or agent of the other for any purpose whatsoever, and neither you nor Worldwide Disposal Service is authorized by the other to transact business, incur

obligations (either express or implied), bill goods, or otherwise act in any manner, in the name of or on behalf of the other, or to make any representation, warranty, guarantee or other promise in the name of or on behalf of the other.

14. Complete Agreement

Except as expressly provided in a separate service agreement between you and Worldwide Disposal Service, these terms of use constitute the entire agreement between you and Worldwide Disposal Service with respect to the use of the website and supersede all discussions, communications, conversations and agreements concerning the subject matter hereof.

15. Severability Provisions

If any provision of these terms is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability

16. Check policy

We gladly accept checks as a form of payment for services. However, in the event that your check is not honored by the financial institution we will access fees to cover the cost and damages for writing bad checks. The current surcharge is \$30.00 or 5%, whichever is greater, per transaction, as authorized under Georgia Law O.C.G.A. 13-6-15.

16. Container language

Subject to the terms and conditions of our Agreement, in consideration of the compensation to be paid by Customer, WWDS will provide containers(s) to be used for residential and recycling, non-hazardous waste removal (“container”) in the quantity ordered by Customer. All container shall remain the property of the WWDS, but Customer shall have duty of custody, control, and care of the containers and shall be liable for any and all loss or damage to the container and for its contents.

For performance of the Services, Customer shall pay WWDS in accordance with our established pricing for the services provided and any fees quoted to the customer at the time the order is placed. Additional fees may be charged to the customer due to overweighting a container, placing prohibited items in a container or otherwise violating any customer obligation. Customer shall return the equipment to WWDS in the condition in which it was provided, and Customer shall be liable for any damage to or loss of a container beyond normal wear and tear. WWDS may access a replacement charge of \$75.00 to the Customer, if the container is lost or has excessive damage. WWDS may suspend services in the event Customer violates any term or provision of this Agreement. WWDS shall not be responsible for any damage to the Customer’s property, the Premises, or to any bodily injury or property damage to third parties resulting from the container or related to WWDS’s services.

DISPUTE RESOLUTION and ARBITRATION

Welcome to the Worldwide Disposal Service webpage that addresses, and provides the details for, our Commercial Service Agreement's ("Agreement") terms and conditions relating to dispute resolution - arbitration. As provided in our Agreement, we have agreed that, except for those claims expressly excluded in our Agreement (EXCLUDED CLAIMS), ANY and ALL existing or future controversy or claim between us arising out of or related to our Agreement or any prior agreements between us, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of our Agreement or any prior agreements, shall be resolved by mandatory binding arbitration. (We also may mutually agree to arbitrate any Excluded Claims.)

For ease of reference, here is the relevant Agreement language:

- **DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. BINDING ARBITRATION:** Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that ANY and all existing or future controversy or claim between them arising out of or related to this Agreement or any other agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any prior agreements, shall be resolved by mandatory binding arbitration (see www.worldwidedisposalservices.com for details on arbitration procedures).
- **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may customer bring any claim against the Company, or allow any claim that the Customer may have against the Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of the Company.
- **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (A) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (B) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to the Company by the Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

General Information

The material below provides information and describes the details of the terms and conditions of the agreed upon arbitration process. World Disposal Service is committed to controlling costs so we can continue to provide you with the best overall value in waste related services. Litigation avoidance and/or streamlined dispute resolution through arbitration will assist in this regard. For this reason and others, including attempting to amicably resolve any disputes with you, our customer, we have incorporated into our Agreement the binding arbitration process set forth below. Before pursuing arbitration, World Disposal Service hopes that any issue of concern can be resolved through local management and/or your Sales representative on an informal basis.

World Disposal Service also is willing to explore with your mediation, which is another alternative dispute resolution process in which a third person (a mediator) would aid us in jointly resolving our dispute. However, because no binding decision is rendered in mediation, we each must consider the pros and cons of this alternative process. Nothing said in mediation can later be used in the arbitration process, if the dispute is not resolved in mediation.

If we are unable to resolve a matter to your satisfaction, we have agreed upon the binding arbitration process below to resolve any remaining dispute that is subject to arbitration under our Agreement. Arbitration is an alternative dispute resolution process where a neutral third party (an arbitrator) provides a fair hearing and decides a dispute. An arbitrator can make a decision based solely on documents submitted by the parties, can award the same relief as a court, and must honor the terms of our Agreement.

Arbitration does not have a judge or a jury - it is an alternative to litigation in a court. Proceeding in arbitration may result in limited discovery and may be subject to limited review by courts. Arbitration is typically faster, and it is less formal than a courtroom proceeding. Counsel is not required, but using counsel is an option for each of us. Of course, this process could save time and money for both sides. If either party decides that it desires a hearing, including by telephone, the arbitrator would provide the same.

How Does Either Party Begin Arbitration?

The party seeking arbitration under this arbitration provision shall first provide written notice to the other party (at the address and as provided in our Agreement), which notice would include a short statement of the dispute, including the relief sought, and the notice would be served at least thirty (30) days prior to the initiation of arbitration. If we are unable to resolve the dispute within thirty (30) days after receipt of the notice, then either party may proceed to file an arbitration claim at <http://www.adr.org/> under the Commercial Arbitration Rules of the American Arbitration Association (AAA). Dispute Resolution and the Arbitration Process

The parties will jointly appoint a single arbitrator who has at least ten (10) years' experience in the active practice of commercial contracts. The expense and the fees for the arbitrator will be shared equally by the parties. If the parties

cannot agree on the appointment of a single arbitrator, it is agreed that the matter would be submitted to the AAA for the appointment of an arbitrator meeting the requirements set forth above. The procedures for appointment and the conduct of the arbitration shall be in accordance with the AAA's Commercial Arbitration Rules, except as otherwise provided herein. As noted, for more information about the arbitration process or the AAA, please consult the AAA web site atadr.org or contact the AAA at:

We agree that by entering into our Agreement, we are each waiving any right to trial by jury, except to the extent that may be applicable for the Excluded Claims as defined in our Agreement. All disputes (other than Excluded Claims) relating to the interpretation, applicability, enforceability, or formation of this Agreement, including any claim that all or any part of this Agreement is void or voidable, are for the arbitrator to decide, except those issues relating to the scope, application, and enforceability of the arbitration provision, which are for a court with jurisdiction to decide, if necessary.

The Federal Arbitration Act (FAA), not state arbitration law, shall govern the arbitrability of our disputes. However, applicable federal law or the law of the state consistent with our Agreement may apply to, and govern the substance of, our disputes. No state statutes pertaining to arbitration shall be applicable under this arbitration provision, except to the extent required by law.^[SEP] If there is a conflict between this arbitration provision and the rules of the AAA, this arbitration provision shall govern.

The arbitrator may award relief in favor of only the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. Neither party nor the arbitrator shall be entitled to join or consolidate claims in arbitration by or against the other party, other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity.

For claims of \$10,000 or less, the party bringing the claim can choose to have the arbitration carried out so that the arbitrator will base his or her decision solely on documents submitted by the parties, or it may choose to have the arbitration conducted through an in-person or phone call hearing. The parties also may agree to proceed without a hearing for amounts in excess of \$10,000. If an in-person hearing is held, the arbitration will take place at a location near the area where you receive our services, unless otherwise agreed. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect the customer's account information and any other confidential or proprietary information.

The Arbitration Award. The arbitrator will make any award in writing but, to reduce the time and expense of the arbitration, the arbitrator will not provide a statement of reasons for his or her award unless requested to do so by both parties. The award of the arbitrator may be entered and enforced in any court having jurisdiction. An arbitration award and any judgment confirming it apply only to that specific case; it cannot be used in any other case except to enforce the arbitration award itself.

If an award granted by the arbitrator exceeds \$100,000, either party can appeal that award to a three-arbitrator panel administered by the AAA by a written notice of appeal filed within thirty (30) days from the date of entry of the written arbitration award. The members of the three-arbitrator panel will be selected according to the rules of the AAA. The AAA will then notify the parties that the award has been appealed and shall impose a prompt appeal schedule. The party challenging the award shall choose whether the appeal shall be based only on documents or by argument in person or by phone. The three-arbitrator panel will issue its decision within ninety (90) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which exists under law.

Change in Arbitration Provider. If the AAA will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve our dispute. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this arbitration provision as written. If there is a conflict between this arbitration provision and the rest of our Agreement's terms, this arbitration provision shall govern. World Disposal Service reserves the right to change this arbitration provision from time to time to substitute an alternative arbitration services supplier where World Disposal Service has determined in good faith that such arbitration services supplier can provide equivalent arbitration services as set forth herein at a lower cost to the parties.

Miscellaneous Provisions

Notices to each party will be deemed given when delivered consistent with our Agreement. This agreement to arbitrate shall survive termination of our Agreement. If any clause within this arbitration provision is found to be illegal or unenforceable, that clause will be severed from this arbitration provision, and the remainder of this arbitration provision will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire arbitration provision will be unenforceable, and the dispute will be decided by a court. In the event this entire arbitration provision is determined to be illegal or unenforceable for any reason, or if a claim (other than an Excluded Claim as defined in our Agreement) is brought in a dispute that is found by a court to be excluded from the scope of this arbitration provision, we have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

REFUND POLICY

Any purchases of boxes, green bins, kitchen containers, composters and paid garbage tags **ARE FINAL**, and no refunds will be granted.

LARGE APPLIANCE OR BULK Pick-Ups

No person shall receive a large appliance / bulk pick-up from Worldwide Disposal Service. LLC (WWDS) unless the Owner or Occupant has paid the City the large appliance disposal fee in advance, as set out in the WWDS's *Fees*, as amended.

All large appliances set out at curbside are to be set out by 7:00 a.m. on the scheduled collection day.

All aspects of the City's most current *Waste Collection Ordinance* apply.

1. CONDITIONS OF APPROVAL FOR REFUNDS OR CANCELLATIONS:

a) Requests for refund or cancellation **WILL** only be granted if:

- The request is made by 12:00 noon the day before the scheduled collection day.

For example: If the scheduled large appliance pick-up day is Thursday, a refund or cancellation request must be made by Wednesday (the day before), prior to 12:00 noon.

b) Requests for refund or cancellation **WILL NOT** be granted if any of the following conditions apply:

- The request for refund or cancellation is not made within the aforementioned time frame - as noted in 1(a) above;
- Large appliances that have been set out in a manner that does not comply with the ordinance and set-out requirements (i.e. set out earlier than the evening prior to the scheduled appointment day) and have been removed by others; and/or
- Large appliances that, upon the scheduled day of collection, are not set out at curbside for collection.

2. HOLDBACK FEE FOR REFUNDS OR CANCELLATIONS:

To cover processing costs, banking fees or charges, all acceptable refunds are subject to a \$10 administration fee for each large appliance unit. For example, if the large appliance disposal fee is \$39, an Owner or Occupant will receive a refund of \$29 of the initial \$39 payment (based on one appliance).

Please Note: Appliance pick-up fee and administrative fee subject to change.

3. METHOD OF PAYMENT FOR REFUNDS OR CANCELLATIONS:

The method of payment for a refund will be as follows:

- Payments made by credit card (i.e. Visa, MasterCard or American Express) are refunded to the credit card.
- Payments made by cash, cheque or direct debit are refunded through the RSP's requisition process.

4. APPROVAL FOR REFUNDS OR CANCELLATIONS:

All refunds must be approved and signed off by WWDS Management or its designate.

5. 'NOT OUT' STATUS:

In some cases, the Owner or Occupant may have made an appointment for a large appliance pick-up, and on the date of the appointment the appliance was 'Not Out'. *Please Note: Worldwide Disposal service would document this on the work order at the point of pick-up.* In these cases, the Owner or Occupant may reschedule to another date.

It is the full responsibility of the Owner or Occupant to initiate a rescheduling request.

Rescheduling of an appointment for an initial 'Not Out' status must be made within 2 months of the original appointment date. Refunds are not granted for 'Not Out' status.

There will be no refund for municipal waste collection services unless WWDS is no longer able to perform collection services in the City. WWDS will notify the customers and give a prorated refund for services paid which have not yet been provided.

Worldwide Disposal Service - Refund Policy.

PRIVACY POLICY

Your safety matters.

Worldwide Disposal Service LLC. and its subsidiaries ("Worldwide Disposal Service," "we," "our," "us" or similar phrases) has tremendous respect for your non-public personal information, and protecting your personal information is one of our top priorities. We respect the privacy of our customers and other users who access this website to learn about or interact with us concerning the collection, storage, access and use of their personal and business information. This privacy statement explains our privacy practices, including how we use the personal information we receive from you. By accessing our website, you agree to the Worldwide Disposal Service privacy policy. It is important that you review this privacy policy prior to registering on or using our website.

Worldwide Disposal Service reserves the right to change, supplement, update or modify this privacy policy at any time without notice at the sole discretion of Worldwide Disposal Service. In the event we modify or change our privacy policy, the modified policy will be posted on our website. The most current privacy policy will apply to all data and other information collected on the website, no matter what version of the privacy policy was in effect when the information was collected.

1. Personal Information Collected by Worldwide Disposal Service

We collect your personal information because it helps us deliver a superior level of customer service. It enables us to give you convenient access to our services and focus on categories of greatest interest to you. In addition, your personal information helps us keep you posted on our latest services, information and events that you might like to hear about.

We may collect personal information about you from the following sources: (i) information we receive from you pursuant to any service agreement or other agreement with Worldwide Disposal Service, such as your name, address, telephone number or business information; (ii) information we receive from you through our website, such as your name, address, email address, telephone number, payment information and your activity while using or reviewing our websites; (iii) information about your transactions with us or information about the services performed by us, our affiliates, or others, such as information concerning your payment history or information about your site location for service, billing and credit card information; and (iv) information we receive from publicly recorded documents.

In addition, we may ask for your personal information when you're discussing a service issue on the phone with an associate or when purchasing service. We may also collect certain personal information for market research purposes to gain a better understanding of our customers in order for us to provide more valuable service.

We do not knowingly collect personal information from children under 13 for marketing purposes, but because some information is collected electronically, it can appear to be the personal information of the website user, and will be

treated as such by this privacy policy. If a child under 13 submits personal information to Worldwide Disposal Service and we learn that that personal information is the information of a child under 13, we will attempt to delete the information as soon as possible.

2. Use and Disclosure of Your Personal Information by Worldwide Disposal Service

Worldwide Disposal Service will use personally identifiable information voluntarily submitted to us to respond to requests you make of us for service or to contact you in connection with the service being provided to you by Worldwide Disposal Service. Additionally, we may use that information to determine how we can improve our website, business and services and to market our services. As a general rule, we will not sell or rent your personal or business information to any third party, except as described below or in connection with effectively maintaining and operating the website.

Worldwide Disposal Service may disclose your personal information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees or property and/or to comply with a judicial proceeding, court order or legal process. We may respond to subpoenas, court orders or legal process by disclosing your personal information and other related information, if necessary. We also may choose to establish or exercise our legal rights or defend against legal claims. In addition, we may collect and possibly share personal information and any other additional information available to us in order to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of the Worldwide Disposal Service terms of use, or as otherwise required by law.

Worldwide Disposal Service will share your personal information with our corporate affiliates to carry out transactions you request or to make our business more responsive to your needs, and we may disclose your personal information to non-affiliated third parties that perform services on our behalf. Worldwide Disposal Service may also disclose your personal information to third parties where it is necessary for completing the transactions that you authorize and in order to verify the existence and condition of your account for a third party. We reserve the right to provide non-personal identifying information to third parties. Except as described above, we will not disclose your personal information to other third parties unless you have provided consent.

3. Payment System

If you are using our website to access our electronic payment system, we may request certain financial information so that we may affect the payment transaction. Our payment system may collect, store and use personally identifiable information, such as your name, address, credit card number, bank routing and account number, Worldwide Disposal Service account number and email address to process your payments. In addition, the payment system will also collect information regarding the actual bill payment transactions, including the dates and amounts

paid. Worldwide Disposal Service will store and protect this information in the same manner that we store and protect other personal customer information.

Worldwide Disposal Service will typically send emails regarding your bill availability, or we may attach your bill to an email, depending on the choice you have made. We may also send confirmation emails regarding payments and certain types of maintenance. Confirmation emails help guard against fraudulent use of the system.

Worldwide Disposal Service will record your use of the payment system to the extent that we are aware of when login occurs. We will also keep statistics about how the payment system is used. This information helps us plan better services and improve system performance.

4. Security

Worldwide Disposal Service is concerned with the security of the data and information we collect, and we use commercially reasonable physical, electronic and procedural safeguards to help ensure the security, integrity and privacy of all personal information. We limit access to personal information about you to employees who we believe reasonably need to come into contact with that information to provide service to you or in order to do their jobs.

We use encrypted transmission (Secure Socket Layer - SSL) for all transactions on our website. If we attach your bill to an email, we use encrypted Adobe Acrobat PDF files. However, due to the inherent insecurity of the Internet, no security measures should be viewed as 100 percent effective in all circumstances. Worldwide Disposal Service cannot absolutely guarantee against a breach of its security or the actions of third parties who may seek to obtain unauthorized access to personal information. All transmissions of your personal information are done at your own risk.

You can help us by also taking precautions to protect your personal account, passwords and other personal information when using our website or the Internet in general. Change your passwords often, using a combination of letters and numbers.

5. Links to Other Websites

Our website may contain links to websites that are provided and maintained by third parties and that are not subject to this privacy policy. Please review the privacy policies on those websites. We make no representations concerning, and are not responsible for, any such third-party websites or their privacy policies or practices.

6. Cookies

As is standard practice on many corporate websites, our website uses "cookies" and other technologies to help us understand which parts of our websites are the most popular, where our visitors are going, and how much time they spend there. The use of cookies or similar technologies helps us to improve our service to you. Our cookies do not collect your personal information. Your browser can most likely be configured to notify you when cookies will be

received and offer you the option of refusing cookies. If you reject cookies, you may still use our website, but your ability to use some areas may be limited. Worldwide Disposal Service will not share cookies with any third party other than as set forth in this privacy policy, and we will not place shared cookies or customer profiling banner advertisements on our website.

If you have any questions regarding our privacy policy, please contact our IT Department or Legal Department at (678) 975-3271.

ACCESSIBILITY POLICY

Worldwide Disposal Service, LLC and its subsidiaries (“Worldwide Disposal Service”) are committed to providing outstanding and accessible services to all of their customers, employees, and applicants, including those with disabilities. We regularly monitor our locations and/or services for compliance with applicable provisions of the ADA and other state and local accessibility laws.

Worldwide Disposal Service wants everyone to be able to use, navigate, and interact with its website (www.WorldWideDisposalServices.com). If you are using assistive technologies, Worldwide Disposal Service’s goal is to make your use of its website an enjoyable and successful experience.

If you have difficulty accessing Worldwide Disposal Service’s services or any functionality, feature, or other aspect of its website, please call us at 678-975-3270, email us at info@worldwidedisposalservice.com, or contact us at 678-975-3271. To the extent feasible, Worldwide Disposal Service will assist or reasonably accommodate you by providing the information or service you request through an alternative means of communication method that is accessible for you.

Worldwide Disposal Service invites you to contact us regarding any suggestions you may have regarding how Worldwide Disposal Service can improve the accessibility of its services or website. If you have a suggestion, please contact us at info@WorldwideDisposalService.com.