**Shipping Policy**

This document sets out the shipping policy that applies to customers that make a purchase at www.ezgroud.com. If you have any questions, please contact our customer service team at 401-437-4416 or ezground1@gmail.com.

**Shipping Options & Delivery Costs**

We ship using UPS Ground. Shipping rates will display during checkout.

**Order Processing Time**

When products are in stock, all orders are processed and dispatched in 3-5 business days.

**Delivery Address & P.O. Boxes**

Please note that we are unable to modify the delivery address once you have placed your order. We are sorry but we do not ship to P.O. boxes.

**Tracking Your Order**

Once your order has been dispatched, we will send you a confirmation email with tracking information. You will be able to track your package directly on the carrier’s website.

**Returns, Refunds, and Exchanges**

We want you to be completely happy with your purchase - please read our return & refund policy for detailed information about our processes.

**Return & Refund Policy**

Thanks for purchasing our products at www.ezground.com operated by EZGround.

In order to be eligible for a refund, you have to return the product within 14 calendar days of your purchase. The product must be in the same condition that you receive it and undamaged in any way.

After we receive your item, our team of professionals will inspect it and process your refund. The money will be refunded to the original payment method you’ve used during the purchase. For credit card payments it may take 5 to 10 business days for a refund to show up on your credit card statement.

If the product is damaged in any way, or you have initiated the return after 14 calendar days have passed, you will not be eligible for a refund.

If anything is unclear or you have more questions feel free to contact our customer support team.

**Terms and Conditions**

Last Updated: August 5, 2021. This website is owned and operated by EZGround. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors underground utility locating tools. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

**Who Can Use Our Website**

In order to use our website and/or receive our services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

When buying an item, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it: (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.

The prices we charge for using our services / for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur.

**Ownership of intellectual property, copyrights and logos**

The Service and all materials therein or transferred thereby, including, without limitation, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, and all Intellectual Property Rights related thereto, are the exclusive property of EZGround. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to license, modify, copy, reproduce, adapt, edit or create derivative works thereof.

#### Right to suspend or cancel user account

We may permanently or temporarily terminate or suspend your access to our services without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account.

**Retention of Right to Change Products**

We may, without prior notice, change the products; stop providing the products or any features of the products we offer; or create limits for the products. We may permanently or temporarily terminate or suspend access to the products without notice and liability for any reason, or for no reason.

**Limitation of Liability**

In no event shall the Company be individually liable to the Buyer for any damages for breach of fiduciary duty by third-parties, unless the Company’s act or failure to act involves intentional misconduct, fraud, or a knowing violation of the law.

Notwithstanding anything written herein to the contrary, the Buyer and the Company acknowledge and agree that the Company will not be liable for any losses or damages, whether indirect, incidental, special or consequential, in profits, goods or services, irrespective of whether or not the Buyer has been advised or otherwise might have anticipated the possibility of such loss or damage.

To the maximum extent permitted by applicable law, in no event shall Nicole Gardikis be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the products.

To the maximum extent permitted by applicable law, EZGround assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our products; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

Right to Change and Modify Terms

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these page periodically. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

Promotional Emails and Content

You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of Massachusetts, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Massachusetts The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

**Privacy Policy**

Last updated: August 4, 2021 EZGround (“us”, “we”, or “our”) operates the EZGround website (the “Service”). This page informs you of our policies regarding the collection, use and disclosure of Personal Information when you use our Service. We will not use or share your information with anyone except as described in this Privacy Policy. We use your Personal Information for providing and improving the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, accessible at www.ezground.com

## **INFORMATION COLLECTION AND USE**

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally identifiable information (“Personal Information”) may include, but is not limited to:

* Name
* Email address
* Billing and Shipping address
* Telephone number

## **LOG DATA**

We collect information that your browser sends whenever you visit our Service (“Log Data”). This Log Data may include information such as your computer’s Internet Protocol (“IP”) address, browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages and other statistics.

## **COOKIES**

Cookies are files with small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and stored on your computer’s hard drive. We use “cookies” to collect information. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

## **SERVICE PROVIDERS**

We may employ third party companies and individuals to facilitate our Service, to provide the Service on our behalf, to perform Service-related services or to assist us in analyzing how our Service is used. These third parties have access to your Personal Information only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

## **SECURITY**

The security of your Personal Information is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security.

## **CHILDREN’S PRIVACY**

Our Service does not address anyone under the age of 18 (“Children”). We do not knowingly collect personally identifiable information from children under 18. If you are a parent or guardian and you are aware that your child has provided us with Personal Information, please contact us. If we discover that a child under 18 has provided us with Personal Information, we will delete such information from our servers immediately.

## **COMPLIANCE WITH LAWS**

We will disclose your Personal Information where required to do so by law or subpoena.

## **CHANGES TO THIS PRIVACY POLICY**

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page. You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

## **CONTACT US**

If you have any questions about this Privacy Policy, please contact us.