

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.bacqyard.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 (“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.

By using the Site, you consent to receive electronic communications from BACQYARD, including notices, agreements, disclosures, and other information, whether posted on the Site or sent by email. These electronic communications satisfy any legal requirement that such communications be in writing.

By providing your contact information, you consent to receive service-related communications and promotional offers from BACQYARD, subject to applicable law. You may opt out at any time by following unsubscribe instructions provided in our communications.

Intellectual Property Rights

BACQYARD's trademarks, trade names, logos, and other intellectual property incorporated into the Site are the sole property of BACQYARD, LLC or its licensors and are protected under copyright, trademark, trade secret, and other intellectual property laws. Copying or distributing any material, illustrations, photographs, video, or content from the Site without consent is strictly prohibited. Additionally, any use that constitutes an infringement of any of the above-stated intellectual property rights is prohibited. We, in our sole discretion, reserve the right to remove any content or take any steps deemed appropriate to protect such rights.

All design concepts, materials, and content created by BACQYARD remain BACQYARD's intellectual property. BACQYARD grants you a limited, personal, non-transferable license to use the final design deliverables solely for the improvement of your own property. You may not reproduce, resell, or distribute BACQYARD's design content for other projects or commercial purposes. User Content

www.bacqyard.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.bacqyard.com. By submitting user content, you give permission to store and use such content to improve our services.

You remain solely responsible for any content, reviews, or submissions you post on the Site. BACQYARD does not guarantee the accuracy of user content and disclaims all liability arising from user submissions.

BACQYARD, LLC reserves the right, but has no obligation, to monitor, remove, or edit any user's content posted to the Site and to 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.
1. You will not use another user's login and registration information.
2. 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.

3. You will not circumvent, evade, disable, or otherwise interfere with the security of the Site.
4. 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.

YOU ACKNOWLEDGE THAT BACQYARD MAY USE THIRD-PARTY VENDORS AND HOSTING PARTNERS TO PROVIDE THE NECESSARY HARDWARE, SOFTWARE, NETWORKING, AND STORAGE REQUIRED TO OPERATE THE SITE. BACQYARD DISCLAIMS LIABILITY FOR UNAUTHORIZED ACCESS TO OR USE OF YOUR DATA TO THE MAXIMUM EXTENT PERMITTED BY LAW. USE OF THE SITE IS ALSO SUBJECT TO OUR PRIVACY POLICY.

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

Contractor Referrals Disclaimer

BACQYARD IS **NOT A LICENSED CONTRACTOR** AND DOES NOT PROVIDE CONTRACTING SERVICES. ANY REFERRALS OR INTRODUCTIONS TO INDEPENDENT CONTRACTORS (“CONTRACTORS”) ARE PROVIDED SOLELY FOR YOUR CONVENIENCE. BACQYARD DOES NOT CONTROL, SUPERVISE, DIRECT, OR GUARANTEE THE WORK, PERFORMANCE, REPRESENTATIONS, OR QUALIFICATIONS OF ANY CONTRACTOR. CONTRACTORS ARE **NOT EMPLOYEES, PARTNERS, AGENTS, OR JOINT VENTURERS OF BACQYARD**, AND BACQYARD DOES NOT ACT AS AN AGENT FOR ANY CONTRACTOR.

WHILE BACQYARD MAY CONDUCT LIMITED SCREENING OR REVIEW OF CONTRACTORS BEFORE REFERRAL, SUCH REVIEW IS **NOT COMPREHENSIVE** AND DOES NOT CONSTITUTE AN ENDORSEMENT OR GUARANTEE OF ANY CONTRACTOR’S SUITABILITY, LICENSING, INSURANCE, OR PERFORMANCE. **YOU**

ARE SOLELY RESPONSIBLE FOR CONDUCTING YOUR OWN INVESTIGATION, PERFORMING DUE DILIGENCE, VERIFYING ALL LICENSES AND INSURANCE, AND MAKING YOUR OWN INFORMED DECISION BEFORE HIRING A CONTRACTOR.

BACQYARD DOES NOT AND WILL NOT GUARANTEE OR WARRANT ANY CONTRACTOR'S WORK OR THE OUTCOME OF ANY PROJECT. ANY AGREEMENTS FOR SERVICES ARE SOLELY BETWEEN YOU AND THE CONTRACTOR.

Referral Fee Disclosure

BACQYARD MAY RECEIVE A REFERRAL FEE FROM CERTAIN INDEPENDENT CONTRACTORS IF, AFTER CONDUCTING YOUR OWN DUE DILIGENCE AND MAKING YOUR OWN INFORMED DECISION, YOU CHOOSE TO ENTER INTO A SEPARATE AGREEMENT DIRECTLY WITH THAT CONTRACTOR. ANY SUCH ARRANGEMENT IS SOLELY BETWEEN YOU AND THE CONTRACTOR. BACQYARD DOES NOT SUPERVISE, CONTROL, DIRECT, OR GUARANTEE THE WORK, PERFORMANCE, OR OUTCOME OF ANY CONTRACTOR, AND OUR RELATIONSHIP WITH CONTRACTORS IS LIMITED TO PROVIDING YOU WITH THEIR NAMES FOR YOUR CONSIDERATION.

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.

WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY LAW, BACQYARD SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, DISPUTES, LOSSES, OR DAMAGES ARISING OUT OF OR RELATING TO YOUR RELATIONSHIP WITH ANY CONTRACTOR, INCLUDING WITHOUT LIMITATION ANY CLAIMS RELATING TO WORKMANSHIP, NEGLIGENCE, PROPERTY DAMAGE, PERSONAL INJURY, PAYMENT, OR CONTRACTUAL DISPUTES.

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.

Notwithstanding the foregoing, nothing in these Terms shall deprive California residents of protections under California law that cannot be waived by contract.

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.

Binding arbitration shall be administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, in the state of Virginia, unless otherwise required by applicable law. Each party will bear its own costs and attorneys' fees, and BACQYARD will cover any arbitration filing fees up to the minimum required by law. Judgment on the arbitration award may be entered in any court of competent jurisdiction.

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.

Survival

The following provisions shall survive termination or expiration of these Terms: Consent and Capacity, Intellectual Property, Disclaimer, Contractor Referrals Disclaimer, Referral Fee Disclosure, User Content, Disclaimers, Limitation of Liability, Indemnification, Choice of Law and Dispute Resolution, and this Survival section, along with any other provisions, which by their nature, require enforcement after Termination.

Refunds

BACQYARD is a custom Landscape Design service, providing the customer with unique design options for their specific space. The service is a multifaceted process that includes conceptual development, space planning, research and presentation. The fee for this service rendered is not refundable once work has begun.

Clients must pay in full upon purchase of a Design Package. Payment includes authorization for BACQYARD or its processor to charge the provided method. Clients may request a full refund within 7 days if work has not started. Between days eight and 30, a 90% refund is available. No refunds once work has begun.

***No Guarantees or Endorsements of Contractors.** We make no guarantees, warranties or representations regarding the skills or undertakings of any Contractors or the quality of the job that he or she may perform for you if you elect to retain their services. BACQYARD does not endorse or recommend the services of any particular Contractor. We do not independently verify their representations about their services, nor validate any reviews, and are under no duty to do so. It is entirely up to you to evaluate the Contractor and the Contractor's qualifications, and to enter into a direct contract or otherwise reach agreement with a Contractor. We do not guarantee or warrant any Contractor's performance on the job or the outcome or quality of the services performed. The Contractors are not employees or agents of BACQYARD, nor is BACQYARD an agent of the Contractor.*

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@bacqyard.com, or by mail at 4250 Fairfax Dr Suite 600, Arlington, VA 22203.

Effective Date: September 25, 2025