

Enetsky Terms & Conditions of Use

The following terms and conditions of use (the “Terms and Conditions”) apply to your use of the Enetsky Inc. website at www.Enetsky.com (the “Website”). The terms “you” and “your” refer to the user/customer using the Website to browse and/or purchase product or service offerings. The terms “we”, “us” and “our” refer to enetsky, Inc. By using the Website, you agree to be bound by these Terms and Conditions. You must be at least 18 years of age to use this Website and must use this Website for personal, non-commercial purposes. We may make changes to the Website and these Terms and Conditions at any time without prior notice. On each occasion you use the Website, you should visit and review the applicable Terms and Conditions.

Disclaimer and Limitation of Liability

By using the website, you expressly agree that use of the website is at your sole risk. We provide this website and its contents on an “as is, where is” basis and make no warranty or representation **(i)** that your use of the website will be error free or uninterrupted, **(ii)** regarding any product or service offering, either express or implied, including the warranties of merchantability, fitness for a particular purpose, and non-infringement, which are hereby expressly disclaimed, and **(iii)** regarding the accuracy, integrity or completeness of the content on this website.

In no event will we or our officers, directors, employees, representatives or agents be liable for any direct, indirect, incidental, special, consequential, punitive damages or other special damages in connection with your use of the website, including, without limitation, loss of data, loss of profit, and loss of use, however caused. This limitation of liability applies regardless of the form of action, whether in contract, tort or any other claim, even if we have been advised of or should have known of the possibility of such damages. To the extent you are dissatisfied with this website and/or these terms and conditions, you agree that your sole and exclusive remedy is to cease use of the website.

Relationship with Service Providers

The products and service offerings available on the Website are offered by the applicable service provider and any and all of your purchases are made through the applicable service provider, not through us. To the extent you purchase a product or service offering, you will enter into an agreement directly with the applicable service provider. Although we may assist you in transacting with service providers, products and service offerings, and communications regarding your purchase of same, are the sole responsibility of the provider of those items. **In no event will we be liable or responsible for the performance of any service provider, including, without limitation, for any damages, liabilities, costs or expenses arising from or in connection with the acts, omissions, or delays of any service provider whose products or services are offered through the website.**

Prices and Availability

Prices and availability of products and services are subject to change without notice. We reserve the right to revoke any offering and to correct any errors, inaccuracies or omissions, which may occur. You have no obligation to use this Website or to contract with the service providers whose services are offered on the Website. Service providers are not obligated to offer their products or services on the Website. We



Corporate Address
717 Green Valley Rd, Suite 200
Greensboro, NC 27408
336-335-0929
enetsky.com

may not make available on the Website all service providers capable of offering products and services at your location.

Information You Submit

All communications and information you submit through the Website will be **(i)** your own, **(ii)** complete and accurate, and **(iii)** related to the subject matter of the Website. You will not submit any information or material that is false, vulgar, obscene, harassing, defaming, abusive or threatening, or otherwise constitutes unlawful language or material.

Privacy Policy

We realize that you may be concerned regarding how any information you provide on the Website will be used. We respect the privacy of our users. Please review our Privacy Policy, which is available on the Website.

Intellectual Property and Use of Website

All content and software on this site is our property or that of our service providers and is protected by U.S. and international copyright laws. Website users may use the content and software on this Website as a shopping resource only and other use of the software and content on this Website is strictly prohibited. Tampering with the Website, misrepresenting the identity of a user, using buying agents or conducting fraudulent activities on the Website are prohibited.

One or more patents apply to the features and functionality of this site, as well as software, services, and products offered by this company and/or available via this site, including without limitation **U.S. Patent Nos. 8,346,624, 8,433,617.**

Termination of Use

We may, in our sole discretion, suspend or terminate your use of the Website at any time.

SMS

When you opt in to the service, we will send you a SMS message from **336 335 0929** to confirm your sign-up. You can get the latest update on your order via text message or mobile short code. Message frequency may vary depending on status updates and the number of orders you have placed.

You can cancel the SMS service at any time. Just text "STOP" to **336 335 0929**. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again.

If at any time you need additional information, just text "HELP" to **336 335 0929**. After you send the SMS message "HELP" to us, we will respond with instructions on how to use our service as well as how to unsubscribe. You may also call **336 335 0929**.



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As always, message and data rates may apply for any messages sent to you from us and to us from you. You will receive messages until the survey is complete. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. For all questions about the services provided by this short code, you can send an email to customer@Enetsky.com or call us at 336 335 0929.

General

You agree that these Terms and Condition are governed by North Carolina law. You hereby consent to the exclusive jurisdiction and venue of the courts and other dispute resolution forums in Guilford County, North Carolina in all disputes arising out of, relating to, or concerning these Terms and Conditions or the Website. Your use of this Website is unauthorized in any jurisdiction that does not give full effect to all provisions of these Terms and Conditions, including, without limitation, the warranty disclaimers and liability exclusions above as well as this paragraph. For the avoidance of doubt, your use of the Website is unauthorized in any jurisdiction where all or any portion of the Terms and Conditions and/or the Website may violate any legal requirements and you agree not to access this Website in any such jurisdiction. If any part of these Terms and Conditions is found to be unenforceable, the remainder will remain in full force and effect. You agree that no joint venture, partnership, employment or agency relationship exists between you and us due to the Terms and Conditions or your use of the Website. These Terms and Conditions constitute the entire agreement between you and us in connection with the Website. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us in connection with the Website. No modification of these Terms and Conditions will be effective unless authorized by us. Any alleged waiver of any breach of these Terms and Conditions will not be deemed to be a waiver of any future breach.

Scam Notice:

Notice: We received notice that individuals or organizations are falsely using the Enetsky name in robocalls to consumers or other means of communication to gain access to personal information or sell fraudulent services. The robocalls may use a number in a similar or familiar area code in an effort to convince you to answer the call, a practice known as spoofing. To learn more about spoofing, visit <https://www.fcc.gov/consumers/guides/spoofing-and-caller-id>.

Enetsky and Enetsky.com agents do not call consumers and we do not make unsolicited marketing calls.

Contact Us: If you have communicated with someone on one of these fraudulent calls, you should consider reporting the incident to your local law enforcement. You may also use the following to contact Enetsky about any suspected scams using our name.