

United States

READ THE FOLLOWING TERMS CAREFULLY. THE CONTAINER AND OUR SERVICES ARE PROVIDED TO YOU SUBJECT TO THE TERMS. USE OF THE CONTAINER OR ANY BAGSTER® SERVICES CONSTITUTES ACCEPTANCE OF THESE TERMS. These terms and conditions ("Terms") govern the relationship between you, Waste Management of Canada Corporation or any affiliate thereof collectively referred to herein as BAGSTER® ("BAGSTER") and any distributor from whom you may have purchased the BAGSTER® bag (the "Container") from ("Distributor"). You must read and agree to the following Terms. If you do not accept these Terms, our services may not be used by you, however, you may return the Container within five (5) business days (the "Return Period") from the day you received the Container. To exercise your return right, call BAGSTER at 1.877.789.2247 prior to the expiration of the Return Period for return instructions or return the Container to the place of purchase prior to the expiration of the Return Period. BAGSTER offers the Container for the removal and disposal of certain types of household debris (the "Debris"). See Bagster Filling Guidelines.

**USE OF CONTAINER** - You are responsible for compliance with all provincial, , Federal and local laws, rules and regulations, and for properly using, and loading the Container in accordance with the instructions on the product package, on the Container itself, and those set forth on the BAGSTER Web site ("Web Site") from time to time, ([www.thebagster.com](http://www.thebagster.com)). **You may only use the Container for items permitted in the Instructions.** You are responsible for the contents of the Container (including hazardous waste). You may only use the Container as permitted in the instructions included with the Container. Collection and disposal fees are not included in the purchase price of the Container. You are responsible for all collection and disposal fees. Except as expressly set forth in these Terms, BAGSTER has no other obligation, express or implied, to provide additional services or products to you or your customers, including but not limited to loading, collecting or disposal relating to the Container. In the event that you do not follow these Terms or any other instructions provided by BAGSTER, BAGSTER reserves the right to reject the Container.

Canada

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**DISCLAIMER OF WARRANTY** - THE CONTAINER IS PROVIDED "AS IS, WHERE IS" AND BAGSTER AND ITS SUPPLIERS AND SHIPPERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT, NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BAGSTER AND ITS SUPPLIERS, OFFICERS, AGENTS, AFFILIATES, SHIPPERS, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO THESE TERMS OR THE CONTAINER OR SERVICES RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR COMPENSATORY, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE CONTAINER AND SERVICES RENDERED. IN NO EVENT SHALL BAGSTER BE RESPONSIBLE FOR YOUR INABILITY TO PROCURE DISPOSAL OF THE CONTAINER.

**DIFFERENT OR ADDITIONAL TERMS** - Acceptance of your offer to purchase the container is expressly made conditional on assent to the terms provided herein. Any additional or different terms or conditions contained in any document furnished by you, including but not limited to any acknowledgment, are deemed to be material and are hereby objected to and rejected by BAGSTER. If such agreement shall be deemed an offer or counter-offer by you, BAGSTER expressly rejects such offer or counter-offer and limits acceptance to the terms contained herein and expressly objects to any different or additional terms proposed by you and any actual performance by you thereafter shall be deemed a renewal of the offer contained in these terms and conditions and acceptance thereof by you. Your use of the container will constitute acceptance of these terms without change.

**INDEMNITY** - You will indemnify, defend (at BAGSTER'S option), and hold harmless, BAGSTER and its parent, subsidiaries, affiliates, and directors, shareholders, agents, carriers, shippers, couriers, and employees thereof (each of them "Indemnitees"), from and against any fine, penalty, loss, cost, damage, injury, claim, expense, including reasonable attorneys' fees, or liability (individually and collectively "Liabilities"), including, but not limited to, Liabilities associated with or arising out of material in the Container, improper packaging of the Container, environmental matters, shipment of unauthorized materials, failure

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**to follow BAGSTER'S instructions included with the Container or contained on the Web Site, or a breach of any warranty, representation or covenant by You even if negligence of BAGSTER is alleged to have caused or contributed to the liabilities. This Section will survive any termination of the parties' relationship.**

**ENTIRE AGREEMENT, CONSTRUCTION** - The Terms constitute the entire agreement between You and BAGSTER with respect to the purchase and use of any Container or services superseding all prior communications, agreements or correspondence between us or our representatives; provided, however, obligations which apply to your use of the Container set forth on or in the Container, the package in which the Container is sold or on the Web Site from time to time, such as shipping instructions and any updated Terms, are hereby incorporated herein. It is your obligation to check and be aware of such obligations when receiving, using, and disposing of the Container. No provision of the Terms shall be added or deemed waived, amended, or modified by either party unless such additional waiver, amendment, or modification be in writing signed by the party against whom enforcement is sought. The heading or subheadings of paragraphs contained in these Terms are used for convenience and ease of reference and will not limit the scope or intent of the clause. The laws applicable to these Terms will be the laws of the province of Ontario without regard to its conflict of laws. Each provision of these Terms will be interpreted so as to be valid under applicable law. If any provision of these Terms is found invalid, to the extent possible, it will be amended in such a manner that the invalid provision will be made valid under applicable law without invalidating the remainder of that provision or any other provisions of these Terms.

**CANCELLATION POLICY** — If you need to cancel your scheduled collection, we require notification within one (1) business day of your scheduled collection. To cancel collection, please call BAGSTER at 1.877.789.BAGS (2247), Monday through Sunday, 6:00 a.m. to 11:00 p.m. (CST).

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## **Waste Management Privacy Policy**

Waste Management (“WM”, “we”, “us” or “our”) respects the preferences of our customers and other users that access this Internet site to learn about or interact with us concerning the collection, storage, access and use of their personal and business information. WM is continually developing mechanisms to enhance the user experience on this web site and to provide our users with greater choice related to information use and disclosure. By accessing the WM web site (the “Site”), you agree to the WM Privacy Policy. It is important that you review this Privacy Policy prior to registering on or using the Site.

WM reserves the right to add to, update or otherwise modify this Privacy Policy at any time and we will post the revision date on this Privacy Policy page. If we make material changes to this policy, we will post notice of the change on our Home Page. The most current Privacy Policy will apply to all data and other information collected on the Site, no matter what version of the Privacy Policy was in effect when the information was collected.

In general, you can visit the Site without telling us who you are or revealing any information about yourself. Our Web servers may collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the Site, pages viewed, and similar data. WM uses this information to measure the use of our Site and to improve the content of our Site. There are times, however, when we may need personal information from you, for instance: to process an order, to correspond with you, to provide a service, or in connection with a job application. However, we will only collect this information when it is voluntarily submitted to us. When any personal information is collected, we will let you know, at the time of collection, how we will use the information you give to us by reference to this Privacy Policy.

### **Your Personal Information:**

WM will use personally identifiable information voluntarily submitted to us to respond to requests you make of us or to contact you in connection with your requests. Additionally, WM may use that information to determine how we can improve our Site, business and services. Any and all uses will comply with applicable law.

In addition, we may use a technology called “cookies.” A cookie is a tiny element of data that a Web site (including our Site) can send to your browser, which may then be stored on your hard drive so we can recognize you when you return. You may set your browser to notify you when you receive a cookie.

As a general rule, we do 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 Site. However, WM cooperates with law enforcement and judicial inquires and other third parties to enforce laws, intellectual property and other rights. It may be necessary to furnish your information to third parties in connection with these objectives.

If you are using features of the Site available exclusively for WM shareholders, we may request your social security number or tax id to verify your identity and share ownership.

If you are using the Site to access our electronic payment system, we may request certain financial information so that we may effect the payment transaction. Our payment system may collect, store and use non-public personally identifiable information such as your name, address, credit card number, bank routing and account number, WM account number and e-mail 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. WM will store and protect this

## Terms and Conditions

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information in the same manner we store and protect other personal customer information, and this is true both for our current customers as well as our former customers. We will only disclose information to third parties about your account or the transfers you make:

Where it is necessary for completing transactions you authorize (for example, to an outside service provider that operates the electronic payment system for us), or In order to verify the existence and condition of your account for a third party, such as a credit bureau or in order to comply with government agency or court orders, or If you give us your written permission.

We may disclose the information we collect about you to our affiliates who offer you waste management and disposal services, and to nonaffiliated third parties that perform services on our behalf, including marketing services, or parties with whom we have joint services and/or joint marketing agreements. We reserve the right to provide non-personal identifying information, such as aggregate data, to third parties.

WM 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. However, due to the inherent insecurity of the Internet, no security measures should be viewed as one hundred percent effective in all circumstances. WM cannot absolutely guarantee against a breach of its security or the actions of third parties that may seek to obtain unauthorized access to personal information.

In the event of a security breach in which personal information has been acquired, or is reasonably believed to have been acquired, by an unauthorized person, and where applicable law requires notification, WM will notify the affected individual of the breach electronically, by email or fax, or if unable to contact the individual electronically, then by US Mail. This notice will be given in a timely manner, consistent with legitimate needs of law enforcement and any measures necessary for WM or law enforcement to determine the scope of the breach and to restore and assure the integrity of the data system.

In the case where law enforcement determines that notification will impede a criminal investigation, WM may delay notification until law enforcement or we determine that notification will not compromise the investigation.

If you have questions about this Privacy Policy you may contact:

For US:

WM Bagco, LLC  
7964 Brooklyn Blvd PMB #300  
Brooklyn Park, MN 55445  
(877) 789-2247

For Canada:

Waste Management of Canada Corporation  
117 Wentworth Court  
Brampton, Ontario  
L6T 5L4  
(877) 789-2247

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