

FAIRWAY STRETCH TERMS AND CONDITIONS FOR WEB SITE USE AND PRIVACY POLICY
www.fairwaystretch.com

Last Updated: October 28, 2025

These Terms and Conditions ("Terms") constitute a legally binding agreement between you ("User," "you," or "your") and Fairway Stretch, a limited liability company organized under the laws of the State of Nevada ("Company," "we," "us," or "our"). These Terms govern your access to and use of the Fairway Stretch website (the "Site") and any related services, including the online estimating platform for professional services (collectively, the "Service").

By accessing or using the Site or Service, you agree that you have read, understood, and agree to be bound by these Terms. If you do not agree, you must not use the Site or Service. These Terms apply to all visitors, users, and others who access or use the Site or Service.

1. Eligibility

You must be at least 18 years old to use the Service. By using the Service, you represent and warrant that you meet this age requirement and have the legal capacity to enter into these Terms.

2. User Accounts

To access certain features of the Service, you may need to create an account. You agree to provide accurate, current, and complete information during registration and to update such information as necessary. You are responsible for safeguarding your account credentials and for all activities under your account. Notify us immediately of any unauthorized use.

3. Use of the Service

Subject to these Terms, Company grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Service for your personal, non-commercial use. You agree to use the Service only for lawful purposes and in accordance with these Terms.

4. Prohibited Conduct

You agree not to:

- Use the Service in any way that violates applicable federal, state, or local laws, including Nevada Revised Statutes (NRS).
- Engage in harmful conduct, such as transmitting viruses, spamming, or harassing others.
- Interfere with the Service or its security.
- Attempt to gain unauthorized access to any part of the Service.
- Copy, reproduce, or distribute any content from the Service without permission.

Violation of these prohibitions may result in termination of your access.

5. Intellectual Property

The Site and Service, including all text, graphics, logos, and software, are the property of Company or its licensors and protected by United States and international copyright, trademark, and other intellectual property laws. You may not use any trademark or content without written permission.

6. User Content

You may submit content to the Service (e.g., reviews or uploads). You retain ownership of such content but grant Company a worldwide, royalty-free, perpetual license to use, modify, and distribute it as needed to provide the Service. You represent that your content does not infringe third-party rights and complies with applicable laws.

7. Payments

If applicable: The Service may involve fees. All payments are final and non-refundable except as required by law. We use third-party processors, and you agree to their terms.

8. Termination

We may suspend or terminate your access to the Service at any time, without notice, for conduct that we believe violates these Terms or harms the Service. Upon termination, your right to use the Service ends immediately.

9. Disclaimer of Warranties

The Service is provided "as is" and "as available" without warranties of any kind, express or implied, including but not limited to merchantability, fitness for a particular purpose, or non-infringement. We do not warrant that the Service will be uninterrupted or error-free.

10. Limitation of Liability

To the fullest extent permitted by Nevada law, Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from your access to or use of the Service. Our total liability shall not exceed the amount you paid us in the past 12 months, if any.

11. Indemnification

You agree to indemnify and hold Company harmless from any claims, losses, or damages arising from your violation of these Terms or your use of the Service.

12. Governing Law and Dispute Resolution

These Terms shall be governed by the laws of the State of Nevada, without regard to its conflict of laws principles. Any disputes arising from these Terms shall be resolved exclusively in the state or federal courts located in Clark County, Nevada. You consent to the personal jurisdiction of such courts.

13. Changes to Terms

We may update these Terms at any time by posting the revised version on the Site. Your continued use of the Service after changes constitutes acceptance. Check this page periodically for updates.

14. Miscellaneous

These Terms constitute the entire agreement between you and Company. If any provision is held invalid, the remainder remains in effect. No waiver of any term shall be deemed a further or continuing waiver. Company may assign these Terms; you may not.

15. Privacy Policy

This Privacy Policy describes how Fairway Stretch ("Company," "we," "us," or "our") collects, uses, shares, and protects your personal information when you access or use the [Website Name] website (the "Site") and related services (collectively, the "Service"). This policy complies with the Nevada Revised Statutes (NRS) Chapter 603A and other applicable Nevada privacy laws, including requirements for operators of websites that collect personally identifiable information (PII) from Nevada residents. By using the Service, you consent to the practices described herein.

15.1 Information We Collect

We may collect the following types of information:

- Personal Information. Name, email address, phone number, billing details, and other data you provide when creating an account, submitting forms, or making purchases.
- Usage Data. Information about your interactions with the Service, such as IP address, browser type, pages visited, time and date of access, and device information.
- Cookies and Tracking Technologies. We use cookies, web beacons, and similar technologies to enhance functionality, analyze usage, and personalize your experience. You can manage cookie preferences through your browser settings.

We do not collect sensitive personal information (e.g., health data, racial or ethnic origin) unless explicitly required for the Service and with your consent.

15.2 How We Use Your Information

We use your information to:

- Provide and improve the Service (e.g., process bookings, send confirmations).
- Communicate with you (e.g., updates, promotions).
- Analyze trends and usage to enhance our offerings.
- Comply with legal obligations.
- Prevent fraud and ensure security.

We do not sell your personal information as defined under NRS 603A. If we engage in any "sale" (broadly interpreted as sharing for monetary or other valuable consideration), we will provide clear notice and opt-out mechanisms.

15.3 Sharing Your Information

We may share your information with:

- ****Service Providers****: Third parties that assist us in operating the Service (e.g., payment processors, analytics tools), bound by confidentiality.
- ****Legal Requirements****: As required by law, such as in response to subpoenas or to protect rights, safety, or property.
- ****Business Transfers****: In the event of a merger, acquisition, or sale of assets.

We do not share your information with third parties for their own marketing purposes without your consent.

15.4 Your Rights Under Nevada Law

As a Nevada resident, you have the following rights under NRS 603A and related laws:

- **Right to Know**: Request details about the personal information we collect, use, or disclose.
- **Right to Opt-Out**: Direct us not to sell or share your personal information. Submit requests to [designated email or address, e.g., [privacy@\[domain\].com](mailto:privacy@[domain].com)]. We will not discriminate against you for exercising this right.
- **Right to Delete**: Request deletion of your personal information, subject to exceptions (e.g., legal obligations).
- **Right to Correct**: Request correction of inaccurate personal information.

To exercise these rights, contact us using the details in Section 15.7. We will verify your identity before responding and aim to reply within 45 days (extendable if necessary).

15.5 Data Security

We implement reasonable administrative, technical, and physical safeguards to protect your information from unauthorized access, loss, or misuse, in accordance with NRS 603A. However, no system is completely secure, and we cannot guarantee absolute security.

15.6 Children's Privacy

The Service is not intended for children under 13. We do not knowingly collect personal information from children under 13. If we learn we have, we will delete it promptly.

15.7 Changes to This Privacy Policy

We may update this Privacy Policy at any time by posting the revised version on the Site. Changes are effective immediately upon posting. We will notify you of material changes via email or a prominent notice on the Site. Your continued use constitutes acceptance.

15.8 Contact Us

For privacy questions or to exercise your rights, contact our Data Protection Officer at fairwaystretch@gmail.com.

16. Contact Us

If you have questions about these Terms, contact us at fairwaystretch@gmail.com.