

Terms and Conditions

Agreement between User and www.highcountryexcavatingco.com

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www.highcountryexcavatingco.com is a News and Information Site.

High Country Excavating is a local company that offers various excavating services in Northwest Colorado, Wyoming and Utah. Our website offers our services, projects, and options for contacting our company.

Privacy

Your use of www.highcountryexcavatingco.com is subject to High Country Excavating LLC's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting www.highcountryexcavatingco.com or sending emails to High Country Excavating LLC constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Children Under Thirteen

High Country Excavating LLC does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.highcountryexcavatingco.com only with permission of a parent or guardian.

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No Unlawful or Prohibited Use/Intellectual Property

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All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of High Country Excavating LLC or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

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International Users

The Service is controlled, operated and administered by High Country Excavating LLC from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the High Country Excavating LLC Content accessed through www.highcountryexcavatingco.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless High Country Excavating LLC, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or

regulations. High Country Excavating LLC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with High Country Excavating LLC in asserting any available defenses.

Liability Disclaimer

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HIGH COUNTRY EXCAVATING LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF HIGH COUNTRY EXCAVATING LLC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO

DISCONTINUE USING THE SITE.

Termination/Access Restriction

High Country Excavating LLC reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Colorado and you hereby consent to the exclusive jurisdiction and venue of courts in Colorado in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and High Country Excavating LLC as a result of this agreement or use of the Site. High Country Excavating LLC's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of High Country Excavating LLC's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by High Country Excavating LLC with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and High Country Excavating LLC with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and High Country Excavating LLC with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

High Country Excavating LLC reserves the right, in its sole discretion, to change the Terms under which www.highcountryexcavatingco.com is offered. The most current version of the Terms will supersede all previous versions. High Country Excavating LLC encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

High Country Excavating LLC welcomes your questions or comments regarding the Terms:

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Effective as of May 01, 2026