

MELLY'S RECYCLING

CLIENT TERMS OF SERVICE

Compliance and Bid Board Services for Food Service, Multifamily, and Events

mellysrecycling.com | Last Updated: August 6, 2026 | Version 1.0

[DRAFT FOR ATTORNEY REVIEW — REMOVE THIS LINE BEFORE PUBLISHING]

These Client Terms of Service (these "Terms") govern your access to and use of the website located at mellysrecycling.com (the "Site"), the tools available through it, and the compliance and coordination services offered by Melly's Recycling LLC, a Colorado limited liability company with its principal place of business at 4545 E Warren Ave, Denver, CO 80222 ("Melly's," "we," "us," or "our"). "You," "your," and "Client" mean the individual or entity using the Site or the Services, and each person acting on its behalf.

BY USING OUR SERVICES, YOU ACCEPT THESE TERMS OF SERVICE. THIS INCLUDES ACCESSING THE SITE, REQUESTING A DIAGNOSTIC OR QUOTE, RECEIVING OR USING ANY SERVICE, OR SIGNING A SERVICE ORDER. YOU AGREE TO BE BOUND BY THESE TERMS IN THEIR ENTIRETY, INCLUDING THE COMPLIANCE DISCLAIMER IN SECTION 5, THE LIMITATION OF LIABILITY IN SECTION 19, AND THE DISPUTE RESOLUTION PROVISIONS IN SECTION 21. IF YOU DO NOT AGREE, DO NOT USE THE SITE OR THE SERVICES.

If you use the Services on behalf of a business, property, property management company, or event, you represent that you have authority to bind that entity, and "Client" includes that entity.

1. DEFINITIONS

"Services" means the compliance and coordination services Melly's provides, which may include a diagnostic assessment, site walk, Waste Diversion Plan, signage, staff/tenant training and materials, hauler coordination through the Bid Board, ongoing monitoring, contamination feedback, and periodic compliance reporting, as described in your Service Order.

"Bid Board" means the online tool through which Melly's solicits and manages competitive bids from licensed haulers and presents service options to you.

"Hauler" means an independent, licensed waste or organics hauler engaged by Melly's, as a subcontractor, to perform physical collection and transport for your location or event.

"Service Order" means the written or electronic order, proposal, statement of work, or event order accepted by you that describes the specific Services, locations, pricing, and term, and that incorporates these Terms.

"Site Tools" means interactive features on the Site, including the free diagnostic assessment and any readiness or compliance-readiness assessment or checklist.

"URCO" means Denver's Universal Recycling and Composting Ordinance (Initiated Ordinance 306, codified in the Denver Revised Municipal Code), together with all rules and regulations promulgated thereunder, each as amended, and, where the context requires, any comparable ordinance of another jurisdiction applicable to your location.

"Covered Entity" means the person or entity that is legally obligated to comply with URCO or a comparable ordinance with respect to a given property, business, or event, which is you and not Melly's.

2. ABOUT MELLY'S; NATURE OF THE SERVICES

2.1 A Compliance Company, Not a Hauler. Melly's is a compliance and coordination services company. Melly's does not own or operate collection vehicles and does not itself collect, transport, or process waste or organic material. Physical collection is performed by independent, licensed Haulers that Melly's coordinates on your behalf.

2.2 What We Do. Melly's helps you understand your obligations, build the infrastructure to meet them (such as signage, training, and a Waste Diversion Plan), obtain competitive hauling through the Bid Board, and maintain records and reporting to support your ongoing compliance.

2.3 What We Do Not Do. Melly's does not provide legal, regulatory, tax, or engineering advice, does not act as your legal representative before any government authority, and does not assume your legal obligations as a Covered Entity. See Section 5.

3. SITE USE, SITE TOOLS, AND ACCOUNTS

3.1 Eligibility and Accounts. You must be at least eighteen (18) years old and able to form a binding contract. You are responsible for the accuracy of information you submit and for all activity under any account credentials you are issued, which you must keep confidential.

3.2 Site Tools Are Informational. The free diagnostic assessment, readiness assessment, checklists, and any scores or recommendations they generate are provided for general informational purposes only, are based on the information you provide and Melly's current understanding of applicable rules, and are not a legal determination of your compliance status, a guarantee of any outcome, or legal advice. Rules under URCO have been subject to change and refinement, and results may not reflect the most current requirements.

3.3 Acceptable Use. You shall not misuse the Site, including by submitting false information, attempting to gain unauthorized access, scraping or systematically extracting data, introducing malware, interfering with the Site's operation, or using the Site to build or benchmark a competing service.

4. THE SERVICES AND SERVICE ORDERS

4.1 Scope. The specific Services, locations, term, and pricing are set out in your Service Order. If there is a conflict, the Service Order controls over these Terms as to the specific matter addressed, and these Terms control in all other respects. Services not described in your Service Order are not included.

4.2 Standard of Performance. Melly's will perform the Services with reasonable care and skill consistent with industry practice. Melly's does not warrant any specific result, savings, diversion rate, inspection outcome, or avoidance of any fine, citation, or penalty. See Sections 5, 18, and 19.

4.3 Changes. Either party may request changes to the scope. Changes are effective only when reflected in an updated or new Service Order. Changes in law, rules, your operations, volumes, or Hauler availability may require adjustments to Services or pricing.

4.4 Reliance on Your Information. The Services, including any Waste Diversion Plan, quote, or report, are prepared in reliance on information you provide. Melly's is not responsible for deficiencies resulting from inaccurate, incomplete, or outdated information provided by you or your personnel, tenants, or vendors.

5. COMPLIANCE DISCLAIMER; YOU REMAIN RESPONSIBLE

This Section 5 is a material part of these Terms. Read it carefully.

5.1 You Are the Covered Entity. As the owner, operator, manager, or organizer of a property, business, or event, you are the party legally obligated to comply with URCO and any other applicable law. That legal responsibility remains with you at all times. Melly's provides services that support your compliance; it does not assume, transfer, or discharge your legal obligations.

5.2 No Guarantee of Compliance or Outcome. Melly's does not and cannot guarantee that you will be found compliant, pass any inspection or audit, or avoid any notice of violation, citation, fine, or penalty. Compliance depends on factors within your control and outside Melly's control, including the day-to-day conduct of your staff, tenants, guests, and vendors; correct sorting and use of containers; participation rates; access to service areas; and the interpretation and enforcement decisions of government authorities.

5.3 Not Legal Advice. Information Melly's provides about URCO or any other law, whether on the Site, in materials, or through the Services, is general information based on Melly's understanding of the rules as they exist and may change. It is not legal advice and is not a substitute for advice from a licensed attorney. You are responsible for obtaining your own legal counsel regarding your obligations.

5.4 Fines Arising From Your Acts or Omissions. Melly's is not responsible for, and you will not seek to hold Melly's responsible for, any fine, citation, penalty, or enforcement cost that arises from or is contributed to by your acts or omissions or those of your staff, tenants, guests, or vendors, including failure to sort correctly, failure to place or maintain containers, contamination of collected material, denial of Hauler access, failure to display required signage, or suspension of service resulting from your non-payment.

5.5 Regulatory Communications. You are responsible for your own communications with, and submissions to, government authorities. Melly's may assist by preparing supporting records or reports where included in your Service Order, but you remain responsible for reviewing and submitting them and for their accuracy as filed by you.

6. CLIENT RESPONSIBILITIES

To enable the Services and support your compliance, you shall:

- provide accurate, complete, and timely information about your property, operations, volumes, and vendors, and update it when it changes;

- ensure your staff, and use commercially reasonable efforts to encourage tenants and guests, to sort materials correctly and follow the accepted-materials and contamination guidance provided;
- place, use, and maintain containers and signage as directed, and keep service areas and enclosures accessible and safe for collection;
- enroll new staff in training and participate in periodic refreshers, and cascade resident or guest materials as provided;
- obtain any permits, landlord or venue approvals, or internal authorizations required for service at your location or event;
- promptly report service issues to Melly's rather than directly to the Hauler, so Melly's can coordinate resolution;
- pay all amounts when due; and
- comply with all laws applicable to your operations, including health, safety, and fire codes.

7. BID BOARD AND HAULER COORDINATION

7.1 How Coordination Works. Through the Bid Board, Melly's solicits competitive bids from licensed Haulers and presents you with service options and pricing. Melly's coordinates the selected Hauler as a subcontractor. You contract with Melly's, not the Hauler, and you have no separate contractual relationship with any Hauler by virtue of the Bid Board or the Services.

7.2 Haulers Are Independent. Haulers are independent contractors, not employees or agents of Melly's. Melly's screens Haulers for licensure and insurance but does not control the manner in which a Hauler performs collection and does not guarantee a Hauler's performance beyond the remedies in Section 9.

7.3 Direct Solicitation. If a Hauler introduced to you through Melly's solicits you directly, or you wish to engage a Hauler outside the Services, you agree to notify Melly's, in recognition that Melly's coordination and pricing depend on maintaining the Hauler relationship. Nothing in this Section restricts a Hauler with whom you had a documented, pre-existing relationship.

7.4 No Endorsement. Presentation of a Hauler through the Bid Board is not an endorsement or warranty of that Hauler beyond confirmation of the licensure and insurance Melly's requires.

8. FEES, BILLING, AND PAYMENT

8.1 Fees. You agree to pay the fees stated in your Service Order. Fees may include a compliance services fee (for Melly's Services) and hauling charges (for collection performed by the coordinated Hauler), which may appear as separate line items. Unless stated otherwise, all fees are exclusive of applicable taxes, which you are responsible for.

8.2 Single Point of Billing. Unless your Service Order states otherwise, Melly's bills you for both the compliance services fee and hauling charges, and Melly's pays the Hauler. You are not billed separately by, and should not pay, the Hauler directly.

8.3 Invoicing and Late Payment. Invoices are due on the terms stated in the Service Order, or net fifteen (15) days from the invoice date if none is stated. Past-due amounts accrue interest at

1.5% per month (or the maximum allowed by law, if lower), and you are responsible for reasonable costs of collection, including attorneys' fees. Melly's may suspend Services and Hauler coordination on past-due accounts after reasonable notice, and any lapse in service resulting from non-payment is your responsibility under Section 5.4.

8.4 Price Changes. Recurring fees are firm for the initial term stated in the Service Order. Thereafter, and upon renewal, Melly's may adjust fees on at least thirty (30) days' written notice. Pass-through changes driven by Hauler pricing, fuel, disposal or tipping fees, or changes in law may be applied on notice as they arise.

8.5 Deposits and Events. Events and certain engagements may require a deposit or prepayment as stated in the Service Order or Section 22.

9. SERVICE LEVELS, CONTAMINATION, AND REMEDIES

9.1 Missed or Deficient Collection. If a scheduled collection is missed or deficient due to the Hauler or Melly's, notify Melly's promptly and Melly's will coordinate a make-up collection or, at its option, a proportional credit. A make-up collection or credit is your sole and exclusive remedy for a missed or deficient collection.

9.2 Contamination. Collected material must meet the accepted-materials specifications of the receiving facility. Contamination caused by improper sorting or disposal by you, your staff, tenants, or guests may result in rejected loads, contamination fees charged by the Hauler or facility, reclassification of the load, or suspension of the affected stream. Such fees and consequences are your responsibility. Melly's will provide contamination feedback and support to help reduce recurrence.

9.3 Volume and Access. Service assumes the volumes, container counts, and access described in your Service Order. Material exceeding contracted volumes, overflowing or blocked containers, or denied access may result in additional charges, skipped service, or rescheduling, without liability to Melly's.

9.4 Property Damage by a Hauler. Where a Hauler causes damage to your property in performing collection, Melly's will assist you in presenting the claim to the responsible Hauler and its insurer. Melly's own liability for such damage is limited as provided in Section 19.

10. FREE DIAGNOSTIC AND ESTIMATES

Any complimentary diagnostic assessment, site walk summary, quote, or estimate is provided without charge and without obligation, reflects conditions and information available at the time, and is not a guarantee of pricing, savings, diversion outcomes, or compliance. Final pricing and scope are established only in a signed Service Order. Estimates may be withdrawn or revised before you accept a Service Order.

11. TERM, RENEWAL, AND TERMINATION

11.1 Term and Renewal. Recurring Services begin and continue for the term stated in your Service Order. Unless the Service Order states otherwise, recurring Services renew automatically for successive terms of the same length unless either party gives written notice of non-renewal at

least thirty (30) days before the end of the then-current term. Melly's will provide any renewal notice required by Colorado law.

11.2 Cancellation by You. You may cancel recurring Services on thirty (30) days' written notice, effective at the end of that period. You remain responsible for fees for Services and collections performed through the effective date of cancellation and for any Hauler charges committed on your behalf for the notice period.

11.3 Termination by Melly's. Melly's may suspend or terminate Services on written notice if you materially breach these Terms or a Service Order (including non-payment) and fail to cure within ten (10) days, or immediately if you engage in fraud, unsafe conduct, or conduct that exposes Melly's or a Hauler to liability, or if required Hauler service becomes unavailable.

11.4 Effect of Termination. On termination, your right to use the Site and Services ends, Melly's will issue a final invoice for amounts owed, and Melly's will, on request and payment of amounts due, provide reasonable transition cooperation for up to thirty (30) days, including returning records reasonably necessary for your continued compliance.

12. SEGMENT-SPECIFIC TERMS

The following addenda apply to specific types of Clients and supplement the general Terms above. If an addendum conflicts with the general Terms as to the specific matter it addresses, the addendum controls for that Client type.

Addendum A — Food Service (Restaurants, Hotels, and Similar)

A.1 Back-of-House Separation. Effective diversion depends on your kitchen and front-of-house staff separating organics at the source. You are responsible for staff participation and correct sorting. Melly's provides role-specific, bilingual training and signage, and periodic refreshers, but cannot ensure staff behavior.

A.2 Health and Safety Codes. You are responsible for compliance with health, food-safety, and fire codes in your handling and storage of separated materials, including container placement, pest control, and cleaning. Melly's guidance does not supersede those codes or any direction from a health authority.

A.3 Other Streams. Grease, fats, oils, and other specialized streams may require separate arrangements not included in your Service Order unless expressly stated. Non-compostable and non-recyclable waste remains your responsibility to manage through appropriate service.

A.4 Turnover. Because food-service staffing changes frequently, you agree to enroll new hires in training and to request refreshers as needed to maintain participation.

Addendum B — Multifamily (Properties of 8+ Units)

B.1 Authority for Multiple Properties. If you are a property management company or agent accepting these Terms or a Service Order on behalf of one or more properties or owners, you represent that you are authorized to bind each such property and owner, and "Client" includes each of them. Each property's scope, pricing, and term are set out in the applicable Service Order.

B.2 Resident Participation. Diversion at multifamily properties depends on voluntary resident participation, which is outside Melly's and your direct control. Melly's provides

resident-facing materials, signage, and onboarding support, but does not guarantee resident participation, sorting accuracy, or contamination levels.

B.3 Access and Common Areas. You are responsible for providing and maintaining access to trash rooms, enclosures, chutes, and collection areas, for any valet-trash or staff handling arrangements, and for coordinating container placement consistent with fire and building codes.

B.4 Jurisdiction. Applicable requirements depend on the municipality in which each property is located. Properties located outside the City and County of Denver (for example, in Glendale or another jurisdiction) are subject to that jurisdiction's rules, which may differ from URCO. Melly's scopes Services per property address, and any reference to URCO applies only to properties to which it applies.

Addendum C — Events (One-Time and Short-Term)

C.1 Event Order. Event Services are governed by an event-specific Service Order (an "Event Order") stating the event dates, location, expected attendance and volumes, infrastructure provided, staffing (if any), pricing, deposit, and cancellation terms.

C.2 Estimates and Overages. Event diversion is planned around the attendance and volume estimates you provide. Actual attendance or volumes exceeding those estimates, or streams not anticipated in the Event Order, may require additional containers, labor, or collection at additional charge, and Melly's is not responsible for shortfalls in capacity caused by underestimated figures.

C.3 Deposit and Cancellation. Events may require a non-refundable deposit to reserve infrastructure and Hauler capacity. Unless the Event Order states otherwise, cancellation within fourteen (14) days of the event forfeits the deposit, and cancellation within seventy-two (72) hours obligates you for the full Event Order amount, reflecting committed Hauler and staffing costs.

C.4 Venue, Permits, and Rules. You are responsible for securing the venue, all permits, and any approvals required for waste service and container placement, and for compliance with venue rules. Melly's coordinates diversion within the access and space you provide.

C.5 Public-Setting Contamination. In open or public event settings, sorting is performed by attendees and contamination is inherently difficult to control. Melly's will use commercially reasonable efforts to maximize diversion through signage, station design, and monitors where included, but does not guarantee diversion rates or contamination outcomes at events.

C.6 Infrastructure and Cleanup. Bins, signage, and equipment provided for the event remain Melly's property, are provided for the event term only, and must be returned in the condition provided, ordinary wear excepted; you are responsible for loss or damage. The scope of any post-event cleanup is limited to what is stated in the Event Order.

C.7 Weather and Force Majeure. For outdoor events, service may be affected by weather or other events beyond reasonable control; Section 20 applies, and rescheduling or cancellation is handled under the Event Order.

13. INTELLECTUAL PROPERTY

13.1 Melly's Property. The Site, Site Tools, and all software, content, designs, signage, templates, training materials, Waste Diversion Plans, checklists, data compilations, trademarks (including "Melly's Recycling"), and associated goodwill are and remain the property of Melly's and its licensors. You receive a limited, revocable, non-exclusive, non-transferable license to use the Services and materials provided, solely for your internal compliance at the locations covered by your Service Order, for the term of the Services.

13.2 Restrictions. You shall not resell, sublicense, publicly distribute, or use Melly's materials for any location or purpose outside your Service Order, or remove Melly's branding, without Melly's written consent.

13.3 Feedback. Any suggestions or feedback you provide may be used by Melly's without restriction or compensation.

14. CONFIDENTIALITY AND DATA

14.1 Your Information. Melly's will use information you provide to deliver the Services, coordinate Haulers, and prepare records and reporting, and will handle it in accordance with its posted Privacy Policy. Melly's may use aggregated, de-identified data that does not identify you to improve its services and for market education.

14.2 Mutual Confidentiality. Each party will protect non-public information disclosed by the other and use it only to perform under these Terms, except for information that is public through no breach, independently known, or lawfully received from a third party, or that must be disclosed by law.

15. YOUR REPRESENTATIONS

You represent and warrant that: (a) you have authority to enter into these Terms and each Service Order and to bind any entity, property, or owner on whose behalf you act; (b) the information you provide is accurate and complete; (c) you have the right to authorize service and container placement at each location; and (d) your use of the Site and Services complies with applicable law.

16. THIRD-PARTY SERVICES AND LINKS

The Site may reference or link to third-party services, facilities, or resources, including government resources and Haulers. Melly's does not control and is not responsible for third-party content, services, or acts, except for a coordinated Hauler's performance to the limited extent stated in Sections 7 and 9.

17. INDEMNIFICATION

To the fullest extent permitted by law, you shall defend, indemnify, and hold harmless Melly's, its members, managers, officers, employees, and agents from and against any claims, losses, liabilities, damages, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your breach of these Terms or a Service Order; (b) your acts or omissions or those of your staff, tenants, guests, or vendors, including improper sorting, contamination, denial of access, or violation of law; (c) your regulatory obligations as a Covered Entity, including any fine or citation assessed against you; (d) your operation of your property,

business, or event; and (e) information you provide that is inaccurate or that you lack the right to provide. This does not require you to indemnify Melly's for losses finally determined to result from Melly's gross negligence or willful misconduct.

18. DISCLAIMERS

18.1 As-Is. THE SITE, SITE TOOLS, AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. MELLY'S DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE.

18.2 No Compliance or Outcome Warranty. WITHOUT LIMITING SECTION 5, MELLY'S MAKES NO WARRANTY THAT THE SERVICES WILL RESULT IN COMPLIANCE WITH URCO OR ANY LAW, ANY PARTICULAR DIVERSION RATE OR COST SAVINGS, OR THE AVOIDANCE OF ANY FINE, CITATION, OR PENALTY.

19. LIMITATION OF LIABILITY

19.1 Exclusion. EXCEPT FOR YOUR PAYMENT AND INDEMNIFICATION OBLIGATIONS AND LIABILITY THAT CANNOT BE LIMITED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS OR REVENUE, LOSS OF BUSINESS, OR ANY FINE OR PENALTY ASSESSED AGAINST YOU AS A COVERED ENTITY, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY.

19.2 Cap. MELLY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SITE, THE SERVICES, AND THESE TERMS SHALL NOT EXCEED THE FEES PAID BY YOU TO MELLY'S FOR THE SERVICES GIVING RISE TO THE CLAIM IN THE THREE (3) MONTHS PRECEDING THE EVENT, OR, FOR AN EVENT ENGAGEMENT, THE AMOUNT PAID UNDER THE APPLICABLE EVENT ORDER.

19.3 Basis of the Bargain. The disclaimers and limitations in Sections 5, 18, and 19 reflect the allocation of risk between the parties and are a basis of the bargain; the fees would be materially higher without them.

20. FORCE MAJEURE

Neither party is liable for delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control, including severe weather, natural disaster, fire, epidemic, labor disruption, Hauler or facility unavailability not caused by the affected party, or governmental action, provided it gives prompt notice and uses reasonable efforts to mitigate and resume performance.

21. GOVERNING LAW AND DISPUTE RESOLUTION

21.1 Governing Law. These Terms are governed by the laws of the State of Colorado, without regard to conflict-of-laws principles.

21.2 Informal Resolution. Before starting a proceeding (other than for injunctive relief), the parties will try in good faith to resolve any dispute through direct discussion for at least fifteen (15) days after written notice.

21.3 Arbitration. Any dispute not resolved informally shall be finally resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (or Consumer Arbitration Rules where applicable), before a single arbitrator, seated in Denver, Colorado. Judgment on the award may be entered in any court of competent jurisdiction.

21.4 Carve-Outs and Small Claims. Either party may seek injunctive relief in the state or federal courts in Denver, Colorado, to which each party consents to jurisdiction and venue, and either party may bring a qualifying claim in small claims court.

21.5 No Class Actions; Jury Waiver. Disputes shall be brought only on an individual basis; class, collective, and representative proceedings are waived to the fullest extent permitted by law. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL for any proceeding permitted in court.

21.6 Limitation Period. Any claim arising out of these Terms must be brought within one (1) year after it accrues, except where a longer period is required by law.

22. CHANGES TO THESE TERMS

Melly's may update these Terms from time to time by posting a revised version on the Site with a new "Last Updated" date. Material changes will be identified by reasonable means, which may include Site notice or email. Changes take effect fifteen (15) days after posting (or immediately where required by law). Because acceptance is by use, your continued use of the Site or Services after the effective date constitutes acceptance of the revised Terms, and you are responsible for reviewing the current version posted at mellysrecycling.com. Changes do not retroactively alter a signed Service Order except by mutual written agreement or as required by law.

23. GENERAL PROVISIONS

23.1 Entire Agreement. These Terms, together with your Service Order(s), any Event Order, and the posted Privacy Policy, are the entire agreement between the parties regarding the Site and Services and supersede prior understandings on that subject.

23.2 Assignment. You may not assign these Terms or a Service Order without Melly's prior written consent. Melly's may assign to an affiliate or in connection with a merger, reorganization, or sale of assets.

23.3 Severability; No Waiver. If any provision is unenforceable, it will be modified to the minimum extent necessary to be enforceable, and the rest remains in effect. No waiver is effective unless in writing, and no single waiver is a continuing waiver.

23.4 Notices. Notices to Melly's shall be sent to Melly's Recycling LLC, 4545 E Warren Ave, Denver, CO 80222, or to the contact address posted on the Site. Notices to you may be sent to the address or email on your account or Service Order.

23.5 Independent Parties. The parties are independent contractors. Nothing here creates a partnership, joint venture, agency, or employment relationship.

23.6 Electronic Acceptance. You consent to transact electronically. Acceptance of these Terms through use of the Site or the Services, together with electronic records of that use and any electronic signature on a Service Order, is valid and enforceable to the same extent as a handwritten signature under the federal E-SIGN Act and the Colorado Uniform Electronic Transactions Act. You also consent to receive notices and disclosures from Melly's electronically.

23.7 Interpretation. Headings are for convenience only, and "including" means "including without limitation."

24. CONTACT

Questions about these Terms or the Services can be directed to Melly's Recycling LLC, 4545 E Warren Ave, Denver, CO 80222, through the contact form at mellysrecycling.com.

ACCEPTANCE

By using our Services, you are accepting these Terms of Service.

No signature or separate acknowledgment is required. Your use of the Site or the Services, including requesting a diagnostic or quote, receiving Services, or continuing an existing engagement, constitutes your acceptance of these Terms as posted at mellysrecycling.com on the date of that use, and your representation that you are authorized to bind the Client on whose behalf you act. If you do not agree to these Terms, do not use the Site or the Services.