

Accessible Design and Build Terms of Service

Last Modified: June 28, 2016

1. Acceptance of Terms of Service. This is an agreement between Accessible Design and Build, Inc. ("we"), the owner and operator of <www.accessiblebuild.com> (the "Site"), and you ("you" or "You"), a user of the Site. By using the Site you acknowledge and agree to these Terms of Service and the Privacy Policy, which can be found at <<http://www.accessiblebuild.com/privacy/>> and is incorporated by reference. If you choose to not agree with any of these terms, you may not use the Site.

2. Changes to Terms of Service

2.1. Right to Change Terms. We reserve the right, in its sole discretion, to change these Terms of Service ("Updated Terms") from time to time.

2.2. Notice of Updated Terms. Unless we make a change for legal or administrative reasons, we will provide reasonable advance notice before the Updated Terms become effective. You agree that we may notify you of the Updated Terms by posting them on the Site.

2.3. Acceptance of Updated Terms. Your use of the Site after the effective date of the Updated Terms constitutes your agreement to the Updated Terms. You should review these Terms of Service and any Updated Terms before using the Site.

2.4. Effective Date of Updated Terms. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Site from that point forward.

3. Use of Site

3.1. License. During the term of this agreement, we grant you a limited, non-exclusive, non-transferable license to access the Site for your personal and non-commercial use in accordance with the Terms of Service.

3.2. Intellectual Property Rights. The design, trademarks, service marks, and logos of the Site ("Marks"), are owned by or licensed to we, subject to copyright and other intellectual property rights under United States, foreign laws and international conventions. We reserves all rights not expressly granted in and to the Site. You agree to not engage in the use, copying, or distribution of any of the Site other than expressly permitted.

3.3. User Conduct

(a) You may not engage in any of the following prohibited activities:

(i) copying, distributing, or disclosing any part of the Site in any medium, including without limitation by any automated or non-automated "scraping",

(ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Site,

(iii) transmitting spam, chain letters, or other unsolicited email,

(iv) attempting to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Site,

(v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on Site infrastructure,

(vi) uploading invalid data, viruses, worms, or other software agents through the Site,

(vii) collecting or harvesting any personally identifiable information, including account names, from the Site,

(viii) using the Site for any commercial solicitation purposes,

(ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity,

(x) interfering with the proper working of the Site,

(xi) accessing any content on the Site through any technology or means other than those provided or authorized by the Site, or

(xii) bypassing the measures we may use to prevent or restrict access to the Site, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

4. Account Security. We care about the integrity and security of your personal information and PHI (together, "Personal Information"). However, we cannot guarantee that unauthorized third parties will never be able to defeat the Site's security measures or use any Personal Information you provide to us for improper purposes. You acknowledge that you provide your Personal Information at your own risk.

6. Links. The Site may contain links to third-party websites or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such websites or resources, or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by us of those

websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

7. Third Party Content. Through the Site, you may have the ability to access and/or use content provided by third parties. We cannot guarantee that such third party content will be free of material you may find objectionable or otherwise. We disclaims any responsibility or liability related to your access or use of any third party content.

8. Privacy. For information about how we collects, uses, and shares your information, please review our Privacy Policy. You agree that by using the Site you consent to the collection, use, and sharing (as set forth in the Privacy Policy) of such information, including the transfer of this information to the United States and/or other countries for storage, processing, and use by us.

9. Copyright Policy. We respects the intellectual property rights of others and expects users of the Service to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide our copyright agent with the following information in accordance with the Digital Millennium Copyright Act:

9.1. a physical or electronic signature of the copyright owner or a person authorized to act on their behalf,

9.2. identification of the copyrighted work claimed to have been infringed,

9.3. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material,

9.4. your contact information, including your address, telephone number, and an email address,

9.5. a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law, and

9.6. a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

10. Trademarks. The company name and logo are trademarks of [1], and may not be copied, imitated or used, in whole or in part, without the prior written permission of us. In addition, all page headers, custom graphics, button icons and scripts are our service marks, trademarks, and trade dress, and may not be copied, imitated, or used, in whole or in part, without prior written permission from us.

11. Termination

11.1. Termination upon Notice. Either party may terminate this agreement at any time by notifying the other party.

11.2. Termination by us. We may terminate or suspend your access to or ability to use the Site immediately, without prior notice or liability, for any reason or no reason, including breach of this agreement. In particular, we may immediately terminate or suspend accounts that have been flagged for repeat copyright infringement.

11.3. Effect of Termination. Upon termination of your access to or ability to use the Site, your right to use or access the Site will immediately cease.

11.4. Survival of Provisions. This agreement's provisions that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability. Termination of your access to and use of the Site shall not relieve you of any obligations arising or accruing prior to termination or limit any liability that you otherwise may have to we or any third party.

12. Disclaimers. The Site is provided "as is," without any warranties of any kind. To the fullest extent permissible under applicable law, we disclaims all such warranties, express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, freedom from errors, suitability of content, or availability.

13. Limitation of Liability. To the fullest extent permitted by applicable law in no event shall we be liable for:

13.1. any direct, special, indirect or consequential damages, or

13.2. any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use the Site, including without limitation any damages caused by or resulting from reliance by user on any information obtained from Site, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance.

14. Indemnification. You agree to defend, indemnify and hold harmless we, its subsidiaries and affiliated companies, and their officers, directors, employees, contractors and agents from and against any and all claims, causes of action, damages, obligations, losses, liabilities, costs or debt, and expenses (including attorneys' fees and costs) and all amounts paid in settlement arising from or relating to use of the Site. We may assume the exclusive defense and control of any matter for which users have agreed to indemnify us and you agrees to assist and cooperate with we in the defense or settlement of any such matters.

15. Arbitration

15.1. **Claim Procedure.** For any dispute you have with we, you agree to first contact we and attempt to resolve the dispute informally. If we has not been able to resolve the dispute with you informally, we each agree to resolve any claim, dispute, or controversy (excluding claims for injunctive or other equitable relief) arising out of or in connection with or relating to this agreement by binding arbitration by the American Arbitration Association ("AAA") under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided herein.

15.2. **Arbitration Location.** Unless you and we agree otherwise, the arbitration will be conducted in Chatham County, North Carolina.

15.3. **Arbitration Fees.** Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules, except that we will pay for your reasonable filing, administrative, and arbitrator fees if your claim for damages does not exceed \$75,000 and is non-frivolous (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

15.4. **Arbitration Award.** The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

15.5. **Injunctive Relief.** Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property or unauthorized access to the Service.

15.6. **Class Actions.** All claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, and, unless we agree otherwise, the arbitrator may not consolidate more than one person's claims.

16. **Governing Law.** This agreement will be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules. All claims must be brought in the exclusive jurisdiction and venue of the state and federal courts in Wake County, NC.

17. **Feedback.** We welcome any comment, question and communication at <info@accessibledesignbuild.com>.