

PROJECT SUPPORT TERMS AND CONDITIONS

PLEASE CAREFULLY READ THE TERMS & CONDITIONS APPEARING BELOW. YOU MUST ACCEPT THESE TERMS & CONDITIONS BEFORE YOU WILL RECEIVE PROJECT SUPPORT. BY CLICKING ACCEPT, YOU ARE CONSENTING TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL OF THE TERMS & CONDITIONS, DO NOT SUBMIT THE PROJECT SUPPORT FORM. YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS & CONDITONS.

Terms & Conditions

This website is owned and operated by The Block Design Collective ("Website Owner"). As a user of this website and any service it provides, you agree to be bound by these Terms & Conditions.

1. **Eligibility.** Eligibility to receive design content, design services, and/or information of any kind through the website or by Website Owner or its contractors (collectively, "Information") is determined at our sole discretion. By accepting these Terms & Conditions, you represent that you are at least 18 years of age and a legal resident of the United States.

2. **For Educational Purposes Only.** Information provided through the website or by the Website Owner or its contractors is for informational and educational purposes only. No Information, or any part of the Information, should be considered a substitute for the use of licensed design professionals on your particular project, such as architects and engineers. We advise users to always seek the advice of licensed architects, engineers and other professionals before proceeding with any project.

3. **DISCLAIMER OF WARRANTIES.** WEBSITE OWNER DOES NOT GUARANTEE OR WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION PROVIDED BY IT OR ITS CONSULTANTS. ALL SUCH
4. INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

LIMITATION OF LIABILITY. INFORMATION IS PROVIDED FREE OF CHARGE BASED UPON THE WEBSITE OWNER'S EXPECTATION THAT THE RISK OF ANY LOSS OR INJURY THAT MAY BE INCURRED BY USE OF THE INFORMATION WILL BE BORNE SOLELY BY THE USER, AND NOT THE WEBSITE OWNER. THE WEBSITE OWNER SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY THE WEBSITE OWNER'S ACTS OR OMISSIONS IN PREPARING OR DELIVERING THE INFORMATION PROVIDED BY IT. IN NO EVENT SHALL THE WEBSITE OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, EVEN IF WEBSITE OWNER WAS GROSSLY NEGLIGENT, WAS ADVISED OF SUCH POSSIBILITY OF DAMAGES, OR SUCH DAMAGES WERE REASONABLY FORESEEABLE. IF, NOTWITHSTANDING THE PRECEDING SENTENCE, LIABILITY IS IMPOSED ON WEBSITE OWNER, THE AMOUNT OF

SUCH LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO THE WEBSITE OWNER FOR SUCH INFORMATION.

Ownership of Information. Information provided by Website Owner will continue to be the exclusive property of Website Owner. You shall not have any right, title or interest, including patent, copyright or other proprietary right, in or to such Information.

5. **Your Duty to Indemnify.** You will indemnify, defend and hold Website Owner and its contractors and affiliates (collectively, the "Indemnitees") harmless from and against any and all claims and expenses, including reasonable attorney's fees, which may be asserted against or incurred by the Indemnitees based upon your use of this website or the Information
6. provided by the Website Owner or its contractors.

7. **Right to Suspend or Terminate Service.** Website Owner reserves the right to modify, suspend, or discontinue the provision of any services or Information, in whole or in part, at any time and for any reason, without prior notice and without any liability to you or any third party. This includes, but is not limited to, the right to terminate ongoing assistance or communications.

8. **Entire Agreement.** These Terms & Conditions constitute the entire agreement between the parties and supersedes any other communications, whether written, oral, electronic or otherwise, with respect to the subject matter of these Terms & Conditions. These Terms & Conditions may not be amended, modified or waived orally, but only if done so in writing. Any changes to these Terms & Conditions will be effective from and after the date that the same are delivered to you by e-mail or regular mail. If any of these Terms & Conditions is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining Terms & Conditions shall remain in full force and effect. In addition, in such event the unenforceable or invalid provision shall be deemed to be modified to the extent necessary to
9. (i) render it valid and enforceable and (ii) give the fullest effect possible to the original intent of the provision.

Governing Law and Dispute Resolution. These Terms & Conditions will be governed by and interpreted under the laws of State of Colorado applicable to contracts made and to be performed therein. All disputes between you and Website Owner arising out of or relating to these Terms and Conditions shall be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrators(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place in Colorado. The language of the arbitration shall be English. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the State of Colorado. The decision of the arbitrators shall be in writing with written findings of fact and shall be final and binding on the Parties. Each Party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to these Terms and Conditions and related services.

Relationship. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Website Owner as a result of these Terms & Conditions or your use of the website.

10. **Additional Terms.** You understand and agree that your use of the Website is governed by our Terms & Conditions and Privacy Policy, which are incorporated by reference herein.

11. [ACCEPT] Yes, I agree to the Project Support Terms and Conditions stated above.