

Terms of Use

Effective Date: 05.16.2023

Please read these Terms of Use ("Terms") carefully before using our website located at <https://masadaconstructionllc.com> (the "Website") and any related services or features provided through the Website (collectively, the "Services"). These Terms govern your access to and use of the Services, and by accessing or using the Services, you agree to be bound by these Terms.

Use of the Services

a) Eligibility: By accessing or using the Services, you represent and warrant that you are at least 18 years old and have the legal capacity to enter into these Terms.

b) License: Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, and revocable license to access and use the Services for personal and non-commercial purposes.

c) Prohibited Conduct: When using the Services, you agree not to:

i) Violate any applicable laws, regulations, or third-party rights;

ii) Use the Services for any illegal, unauthorized, or disruptive purposes;

iii) Attempt to gain unauthorized access to the Services, user accounts, or computer systems;

iv) Interfere with or disrupt the functionality or security of the Services;

v) Use any automated means to access or collect information from the Services;

vi) Upload or transmit any viruses, malware, or other harmful code;

vii) Engage in any fraudulent or deceptive activities; or

viii) Engage in any activity that could damage our reputation or goodwill.

Intellectual Property Rights

a) Ownership: The Services and all content, features, and functionality available on the Website are owned by us or our licensors and are protected by copyright, trademark, and other intellectual property laws.

b) Limited License: We grant you a limited, non-exclusive, revocable, and non-transferable license to access and use the Services and the content solely for your personal and non-commercial use.

c) Restrictions: Except as expressly permitted in these Terms, you may not modify, reproduce, distribute, transmit, display, perform, or create derivative works of any content available on the Services without our prior written consent.

Disclaimer of Warranties

a) The Services are provided on an "as is" and "as available" basis. We do not make any warranties or representations, express or implied, regarding the Services, including but not limited to the accuracy, reliability, or availability of the Services.

b) We disclaim all warranties, whether express, implied, or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, and title.

Limitation of Liability

To the maximum extent permitted by law, we shall not be liable for any indirect, incidental, consequential, special, or exemplary damages arising out of or in connection with your use of the Services, whether based on contract, tort (including negligence), strict liability, or any other legal theory.

Indemnification

You agree to indemnify and hold us harmless from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your use of the Services, violation of these Terms, or infringement of any intellectual property or other rights of any person or entity.

Modifications to the Services and Terms

We reserve the right to modify or discontinue the Services at any time without prior notice. We may also revise these Terms from time to time by posting a revised version on the Website. Your continued use of the Services after the effective date of any revisions constitutes your acceptance of the revised Terms.

Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the state of Washington, without regard to its conflict of laws principles. Any legal action or proceeding arising out of or relating to these Terms or your use of the Services shall be exclusively brought in the state or federal courts located in Washington, and you consent to the personal jurisdiction of such courts.

Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

Entire Agreement

These Terms constitute the entire agreement between you and us regarding your use of the Services and supersede all prior and contemporaneous agreements, understandings, representations, and warranties, whether written or oral.

Contact Us

If you have any questions, concerns, or requests regarding these Terms or our Services, please contact us at masadaconstructionllc@gmail.com.