

# Terms of use

These terms of use ("Terms of Use") govern your use of YOUR ENGINEERING website <https://hvac.engineering>. By continuing to use the Website, you (the "user") agree to be bound by these terms of use and acknowledge your understanding of the terms outlined below.

If your company purchases any products or services from YOUR ENGINEERING ("Services"), the terms of use for those Services will be set forth in a separate sales contract with YOUR ENGINEERING. These Terms of Use will not in any way change or limit the rights and obligations set forth in a sales contract.

## **Website Content and Copyright:**

This Website is the property of YOUR ENGINEERING and is protected by U.S. and international copyright law and conventions. YOUR ENGINEERING grants to User the right to access and use the Website, so long as such use is for internal information purposes, and User does not alter, copy, disseminate, redistribute or republish any content or feature of this Website. User acknowledges that access to and use of this Website is subject to these Terms of Use and any expanded access or use must be approved in writing by YOUR ENGINEERING.

## **Changes or Updates to the Website:**

YOUR ENGINEERING reserves the right to change, update or discontinue any aspect of this Website at any time without notice. Your continued use of the Website after any such change constitutes your agreement to these Terms of Use, as modified.

## **Disclaimer of Warranties:**

YOUR ENGINEERING does not make any warranties, express or implied, including, without limitation, those of merchantability and fitness for a particular purpose, with respect to this Website. YOUR ENGINEERING takes reasonable steps to screen this Website for infection by viruses, worms, Trojan horses or other code manifesting contaminating or destructive properties, but YOUR ENGINEERING cannot guarantee that it will be free of infection or that it will be available at any particular time or location.

**Accuracy of Information:**

While the information contained on this Website has been obtained from sources believed to be reliable, YOUR ENGINEERING disclaims all warranties as to the accuracy, completeness or adequacy of such information. User assumes sole responsibility for the use it makes of this Website to achieve his/her intended results.

**Third-Party Links:**

This Website may contain links to other third-party websites, which are provided as additional resources for the convenience of Users. YOUR ENGINEERING does not endorse, sponsor or accept any responsibility for these third-party websites, User agrees to direct any concerns relating to these third-party websites to the relevant website administrator.

**Limitation of Liability:**

In no event will YOUR ENGINEERING be liable for: (a) damages of any kind, including without limitation, direct, incidental or consequential damages (including, but not limited to, damages for lost profits Limitation of Liability: business interruption and loss of programs or information) arising out of the use of or inability to use this Website, or any information provided on this Website, or (b) any claim attributable to errors, omissions or other inaccuracies in the information provided on this Website.

**Termination:**

In accessing and using this Website, User agrees to comply with all applicable laws and agrees not to take any action that would compromise the security or viability of this Website. YOUR ENGINEERING may terminate User's access to this Website at any time for any reason. The terms hereunder regarding Disclaimer of Warranty, Accuracy of Information, Indemnification, and Third Party Rights shall survive termination.

**Indemnification:**

User agrees to indemnify, defend and hold harmless YOUR ENGINEERING and its affiliates, licensors, and their respective officers, directors, employees and agents from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, arising out of User's use/ misuse of this Website.

**Third-Party Rights:**

The terms hereunder regarding Disclaimer of Warranty, Limitation of Liability and Indemnification are for the benefit of YOUR ENGINEERING, and its licensors, employees and agents, each of whom shall have the right to assert and enforce those terms against a User.

**General Provisions:**

Any provision in any written communication received by YOUR ENGINEERING in connection with this Website which is inconsistent with, or adds to, these Terms of Use is void. If any term hereunder is determined by a court of competent jurisdiction to be invalid, all remaining terms will remain in full force and effect

**Governing Law:**

These Terms of Use and the resolution of any dispute arising hereunder shall all be governed and construed in accordance with the laws of the state of California, without regard to its conflicts of law principles. User consents to the jurisdiction of the courts of the state of California.

**Privacy Statement:**

User's right to privacy is of paramount importance to Perficient. Please view our full Privacy Policy.

**Restriction on Use:**

User will not (i) violate the security of the Website nor attempt to gain unauthorized access to the Website, data, materials, information, computer systems or networks connected to any server associated with the Website, through hacking, password timing or any other means; (ii) take nor attempt any action that, in the sole discretion of YOUR ENGINEERING, imposes or may impose an unreasonable or disproportionately large burden on the Website or its infrastructure; (iii) use nor attempt to use any scraper, robot, bot, spider, data mining, computer code, or any other automated device, program, tool, algorithm, process or methodology to access, index, acquire, copy, or monitor any portion of the Website, any data or content found on or accessed through the Website without the prior written consent of YOUR ENGINEERING; (iv) forge headers or otherwise manipulate identifiers in order to disguise the origin of any other content.