

## Terms and Conditions of Use

YOUR USE OF THIS WEB SITE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS.

This Web Site (the "Web Site") is a service made available by Advanced Building Products, Inc. D.B.A. Renaissance Conservatories ("Provider") and all content, information, software and intellectual property provided on and through the Web Site ("Content") may be used solely under the following terms and conditions ("Terms of Use").

- 1. Web Site License. As a user of this Web Site you are granted a non-exclusive, nontransferable, revocable, limited license to access and use the Web Site and Content in accordance with these Terms of Use. Provider may terminate this license at any time for any reason.
- 2. Limitation of Use. The Content on this Web Site is for personal use only and not for commercial exploitation. You may not de-compile, reverse engineer, disassemble, rent, lease, loan, sell, sub-license, or create derivative works from the Web Site or the Content. Nor may you use any network monitoring or discovery software to determine the site architecture, or extract information about use or users. You may not use any robot, spider, other automatic device, or manual process to monitor or copy our Web Site or the Content without provider's prior written permission. You may not copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of the Web Site, except to the extent permitted above. You may not use or otherwise export or re-export the Web Site or any portion thereof, the Content or any software available on or through the Web Site in violation of the export control laws and regulations of the United States of America. Any unauthorized use of the Web Site or its Content is prohibited.
- 3. License of your Content to Provider. By uploading content to or submitting any materials for use on the Web Site, you grant (or warrant that the owner of such rights has expressly granted) Provider a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed throughout the universe.
- 4. Intellectual Property Rights. Except as expressly provided in these Terms of Use, nothing contained herein shall be construed as conferring any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property rights. You agree that the Content and Web Site is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. For further information see Copyright.
- 5. Links to the Web Site. You may provide links only to the home page of this Web Site, provided (a) you do not remove or obscure, by framing or otherwise, any portion of the home, (b) you give Provider notice of such link by sending an e-mail to Mark Barocco at e-mail address mbarocco@renaissanceconservatories.com and (c) you discontinue providing links to this Web Site if requested by Provider. If you wish to provide links to a section within the Web Site, you should forward your request to Provider at Mark Barocco at e-mail address mbarocco@renaissanceconservatories.com and provider will notify you if permission is granted, and if so the terms and conditions of the permission.
- 6. No Solicitation. In no event may any person or entity solicit any Users with data retrieved from this Web Site.
- 7. Advertisers. This Web Site may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Web Site is accurate and complies with applicable laws. Provider will not be responsible for the illegality of or any error or inaccuracy in advertisers' or sponsors' materials.

Advanced Building Products, Inc. (A Maryland Corporation) D.B.A. Renaissance Conservatories 132 Ashmore Drive, Leola, Pennsylvania 17540 800-882-4657 Fax 717-661-7727 www.renaissanceconservatories.com



- 8. Errors and Corrections. Provider does not represent or warrant that the Web Site will be error-free, free of viruses or other harmful components, or that defects will be corrected. Provider does not warrant or represent that the information available on or through the Web Site will be correct, accurate, timely, or otherwise reliable. Provider may make improvements and/or changes to its features, functionality or Content at any time.
- 9. Third Party Content. Third party content may appear on this Web Site or may be accessible via links from this Web Site. Provider is not responsible for and assumes no liability for any mistakes, misstatements of law, defamation, slander, libel, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations, or any other form of content contained in any third party content appearing on the Web Site. You understand that the information and opinions in the third party content is neither endorsed by nor does it reflect the belief of Provider.
- 10. DISCLAIMER: THE WEB SITE IS PROVIDED ON AN "AS IS" BASIS. PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULARS PURPOSE AND NON-INFRINGEMENT, PROVIDER DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM OR ARISING OUT OF OR ANY WAY RELATED TO (A) ANY ERRORS IN OR OMISSIONS FROM THIS WEB SITE AND THE CONTENT, INCLUDING BUT NOT LIMITED TO TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS, (B) ANY THIRD PARTY WEB SITES OR CONTENT THEREIN DIRECTLY OR LIMITED TO ANY ERRORS IN OR OMISSIONS THEREFROM, (C) THE UNAVAILABILITY OF THE WEB SITE OR ANY PORTION THEREOF, (D) YOUR USE OF THIS WEB SITE, OR (E) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE WEB SITE.
- 11. LIMITATION OF LIABILITY. Provider shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting from YOUR USE OF THE WEB SITE, PROVIDER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE USE OR INABILITY TO USE THE WEB SITE OR THE CONTENT, TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS PROHIBITED, PROVIDER'S SOLE OBLIGATION TO YOU FOR DAMAGES SHALL BE LIMITED TO \$100.00.
- 12. Unlawful Activity. Provider reserves the right to investigate complaints or reported violations of the Terms of Use and to take any action we deem appropriate including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information.
- 13. Remedies for Violations. Provider reserves the right to seek all remedies available at law and in equity for violations of these Terms of Use, including but not limited to the right to block access from a particular internet address to the Provider's Web Sites and their features.
- 14. Governing Law and Jurisdiction. The Terms of Use are governed by and construed in accordance with the laws of the State of Connecticut.
- 15. Severability of Provisions. These Terms of Use incorporate by reference any notices contained on the Web Site and the Privacy Policy constitute the entire agreement with respect to access to and use of the Web Site. If any provision of these Terms of Use is unlawful, void or unenforceable then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.



- 16. Modifications to Terms of Use. Provider reserves the right to change these Terms of Use at any time. Updated versions of the Terms of Use will appear on this Web Site and are effective immediately. You are responsible for regularly reviewing the Terms of Use. Continued use of the Web Site after any such changes constitutes your consent to such changes.
- 17. Ownership. This system and all data are the property of Advanced Building Products, Inc. D.B.A. Renaissance Conservatories.
- 18. The text, images and data on the Web Site are intellectual properties that are covered by restrictions. Advanced Building Products, Inc. D.B.A. Renaissance Conservatories retains all rights, including any applicable copyrights and data, images, software, documentation, text and other information contained in these files. Other proprietary rights may be held by individuals or entities other than or in addition to Advanced Building Products, Inc. D.B.A. Renaissance Conservatories, including but not limited to the homeowners.
- 19. The Provider does not warrant the use of the materials displayed on the Web Site will not infringe the rights of third parties not owned by or affiliated with the Provider. Such works may not be used in any form; they may not be copied or downloaded without prior permission from the holder of the underlying intellectual rights.
- 20. Anyone wishing to use the materials from this Web Site for purposes other than is authorized herein must obtain prior written approval. Permission for such use is granted on a case-by-case basis at the sole and complete discretion of the Provider. A usage fee may be changed depending upon the nature of the proposed use.