



By visiting this website <http://www.solarconstruction.us>, you agree to the following conditions.

The SOLAR CONSTRUCTION, LLC website has been made available to you subject to your compliance with the terms and conditions set forth below (the "Conditions of Use"). Please read this document carefully before agreeing to be bound by the Conditions of Use. If you do not wish to be bound by the Conditions of Use, you may not access or use this website or its content.

#### **Modification of these Conditions of Use**

SOLAR CONSTRUCTION, LLC reserves the right to change the terms, conditions, and notices at any time, and such modifications shall be effective immediately upon posting of such changes. Your continued access of this website shall be deemed your conclusive acceptance of the modified agreement. You are therefore responsible for regularly reviewing these Conditions of Use and additional terms or notices posted on the SOLAR CONSTRUCTION, LLC website.

#### **Privacy**

Please review our Privacy Policy, which also governs your visit to SOLAR CONSTRUCTION, LLC, to understand our practices regarding the use and disclosure of your personal information.

#### **Electronic Communications**

When you visit SOLAR CONSTRUCTION, LLC or send emails to us, you are communicating with us electronically, and therefore you are consenting to receive communications from us electronically or by other means available. We will communicate with you electronically, by telephone, or by facsimile. It is also understood that all agreements, disclosures, notices, and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.

#### **Copyright and Licenses**

The entire contents of this website, including but not limited to: text, graphics, logos, button icons, Flash movies, images, audio clips, digital downloads, data compilations, and software, are the property of SOLAR CONSTRUCTION, LLC, its collaborators, or its clients and are protected by domestic and international copyright and trademark laws. You may not modify, copy, reproduce, republish, upload, post, transmit, or distribute any portion of the website contents without the prior expressed written consent of SOLAR CONSTRUCTION, LLC. For access to current logos and their usage guidelines, consult our "Logos and Brand Guide."

You may print or download portions of the materials from various areas of this website solely for your own non-commercial use provided that you agree not to change or delete any copyright or proprietary notices from the materials. If you believe any content appearing on our website constitutes a copyright infringement of another parties rights, please contact us immediately at [info@solarconstruction.us](mailto:info@solarconstruction.us) to notify us of this infringement. Your submissions of files including, but not limited to: resumes, email, Flash movies, images, logos, audio loops, and other software hereby constitutes your agreement to grant SOLAR CONSTRUCTION, LLC a non-exclusive, royalty-free, worldwide, sub-licensable, perpetual license to reproduce, distribute, transmit, adapt, sub-license, and publicly display any such submissions. You also grant SOLAR CONSTRUCTION, LLC the right to utilize your name in connection with all advertising, marketing and promotional materials related there to.

#### **License and Website Access**

SOLAR CONSTRUCTION, LLC grants you limited license to access and make personal use of this website and not to download (other than for page caching purposes) or modify it, or any portion of it, except with the express written consent of SOLAR CONSTRUCTION, LLC. This website or any portion of this website may not be reproduced, duplicated, adapted, copied, sold, resold, transmitted or otherwise exploited for any commercial purpose without the express written consent of SOLAR CONSTRUCTION, LLC. You may not frame, or use any framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, Flash movie, page layout, or form) of SOLAR CONSTRUCTION, LLC without the express written consent of SOLAR CONSTRUCTION, LLC. You may not use META tags or any other "hidden text" which utilize SOLAR CONSTRUCTION, LLC, practical ecommerce.com or any other derivative of our domain or company name without the express written consent of SOLAR CONSTRUCTION, LLC. You are hereby granted a limited, revocable, and nonexclusive right to create a hyperlink to the SOLAR CONSTRUCTION, LLC website so long as the link does not portray any false, misleading, derogatory, or offensive matter and provided that the link does not otherwise harm SOLAR CONSTRUCTION, LLC and its search engine rankings. It is further understood and agreed that SOLAR CONSTRUCTION, LLC cannot and does not guarantee or warrant that files made available for downloading through the SOLAR CONSTRUCTION, LLC website will be free of infection or viruses, worms, Trojan Horses or other code that manifests contaminating or destructive properties. It is your responsibility for implementing sufficient safeguards and procedures to ensure that any files obtained through SOLAR CONSTRUCTION, LLC are free from such contaminations.

#### **Disclaimer of Warranty/Limitation of Liability**

THIS WEBSITE AND RELATED INFORMATION IS PROVIDED BY SOLAR CONSTRUCTION, LLC ON AN "AS IS" AND "AS AVAILABLE" BASIS. SOLAR CONSTRUCTION, LLC MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND, OR AS TO THE OPERATION OF THIS WEBSITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS WEBSITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS WEBSITE IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, SOLAR CONSTRUCTION, LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOLAR CONSTRUCTION, LLC DOES NOT WARRANT THAT THIS WEBSITE, ITS SERVERS, OR EMAIL SENT FROM SOLAR CONSTRUCTION, LLC ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SOLAR CONSTRUCTION, LLC WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

SOLAR CONSTRUCTION, LLC USES REASONABLE EFFORTS TO INCLUDE ACCURATE AND UP-TO-DATE INFORMATION ON THIS WEBSITE. SOLAR CONSTRUCTION, LLC SYSTEMS ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY TYPOGRAPHICAL OR OTHER ERRORS OR OMISSIONS IN THE CONTENT OF THIS SITE. IN THE EVENT THAT A PRODUCT IS LISTED AT AN INCORRECT PRICE OR WITH OTHER INCORRECT INFORMATION, SOLAR CONSTRUCTION, LLC SHALL HAVE THE RIGHT TO REFUSE OR CANCEL ANY ORDERS PLACED FOR THE PRODUCT LISTED INCORRECTLY.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

#### **Third Party Links**

Linked websites are not under the control of SOLAR CONSTRUCTION, LLC is not responsible for the contents of any linked site or any link contained in a linked site. SOLAR CONSTRUCTION, LLC provides links to you only as a convenience, and the inclusion of any link does not imply or constitute an endorsement by SOLAR CONSTRUCTION, LLC of the site.

#### **Applicable Law**

By visiting the SOLAR CONSTRUCTION, LLC website, you agree that the laws of the State of Florida (United States) without regard to principals of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and SOLAR CONSTRUCTION, LLC.

#### **Disputes**

Any dispute relating in any way to your visit or access of the SOLAR CONSTRUCTION, LLC website or to the products or services you purchase through the SOLAR CONSTRUCTION, LLC website shall be submitted to binding arbitration in Miami-dade Country, Colorado, except that, to the extent you have in any manner violated or threatened to violate SOLAR CONSTRUCTION, LLC's intellectual property rights, SOLAR CONSTRUCTION, LLC may seek injunctive or other appropriate relief in any state or federal court in the State of Florida, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under these Conditions of Use shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Conditions of Use shall be joined to an arbitration involving any other party subject to these Conditions of Use, whether through class arbitration proceedings or otherwise.

#### **Indemnification**

You agree to indemnify, defend and hold harmless SOLAR CONSTRUCTION, LLC, its officers, directors, owners, partners, employees, agents, licensors, suppliers and any third party information provider to the website from and against all losses, expenses, damages and costs, including attorney's fees, resulting from any violation of these Conditions of Use (including negligent or wrongful conduct) by you or your use and access of the SOLAR CONSTRUCTION, LLC website.

#### **International Use**

Given the global nature of the Internet, you agree to comply with all local rules including, without limitation, rules about the Internet, data, email, privacy, copyright, and trademark infringement. Additionally, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

#### **Other Provisions**

SOLAR CONSTRUCTION, LLC's failure to insist upon or enforce strict performance of any provision of these Conditions of Use shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Conditions of Use. SOLAR CONSTRUCTION, LLC may assign its rights and duties under these Conditions of Use to any party at any time without notice to you. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity or enforceability of any remaining condition. Any rights not expressly granted herein are reserved.

#### **Request and Address**

Please send notices by care of email to [info@solarconstruction.us](mailto:info@solarconstruction.us) or reach us at our mailing address:

SOLAR CONSTRUCTION, LLC 7156 SW 47th St. Miami, FL 33155 U.S.A.

Telephones: (786) 4446519 / (305) 4583952

