

Terms of Use for Creative Concrete Products, LLC Web Site - Duraskirt.com

Notice of Acceptance

The materials on this web site ("Site") are provided by Creative Concrete Products, LLC, as a customer service. By downloading, viewing, copying, printing or otherwise using any part of the Site, you agree to these Terms of Use. If you do not agree with these Terms of Use, please do not download, view, copy, print or otherwise use any part of the Site. These Terms of Use may be revised at any time by updates to this page.

Copyright

All materials on this Site, including text, graphics, logos, icons, images, and audio or video files, are the property of Creative Concrete Products, LLC or its content providers, and are protected by U.S. and international copyright laws. The compilation of all the content on this Site is the exclusive property of Creative Concrete Products, LLC and is also protected by U.S. and international copyright laws. You may download, view, copy, and print the materials on this Site for personal, informational, non-commercial, internal use only, provided that you do not remove or alter any trademark, service mark or logo, or any copyright or other proprietary notices. Notwithstanding the foregoing, you may download, view, copy, and print the specifications and details for the products and systems offered by Creative Concrete Products, LLC for use or incorporation into the specifications and details you are developing for a project utilizing those systems or products. Such use shall be subject to the disclaimer of warranty, limitation of liability and other terms and conditions contained herein. Except as provided above, you may not download, view, copy, print, reproduce, distribute, republish, display, post, transmit or modify any part of the Site in any form or by any means without the prior written consent of Creative Concrete Products, LLC (including by mirroring any part of the Site). Creative Concrete Products, LLC may revoke any of the rights granted in these Terms of Use at any time without notice, and those rights terminate automatically without notice if you violate any of these Terms of Use. Upon revocation or termination of such rights, you must destroy any digital or printed copies you have of any portion of the Site. Unauthorized use of any materials on this Site may violate copyright laws, trademark laws, and other laws of the U.S. and other jurisdictions. All rights not expressly granted in these Terms of Use are reserved.

Trademark

The trademarks, service marks and logos used on this site ("Trademarks") are registered or unregistered Trademarks of Creative Concrete Products, LLC, or its subsidiaries and affiliates, or others. Nothing on this Site shall be construed as granting (by implication, estoppel, or otherwise) any license or right to use any Trademark without the prior written consent of Creative Concrete Products, LLC or any third party that owns a Trademark displayed on the Site. Creative Concrete Products, LLC, its subsidiaries and affiliates make no claim to the Trademarks of others which may be displayed on the Site. In particular, Creative Concrete Products, LLC prohibits the use of any Trademark as a link to this Site or any other site.

Links to Other Sites

As a convenience to users, the Site may contain links to non-Creative Concrete Products, LLC sites. Creative Concrete Products, LLC has no control over and accepts no responsibility for the content or performance of non-Creative Concrete Products, LLC sites, and a link to a non-Creative Concrete Products, LLC site does not mean that Creative Concrete Products, LLC endorses or makes any representations about that site, its performance, its content, its owner, or its owner's products or services.

Global Availability and Applicable Laws

The Site may contain references to Creative Concrete Products, LLC products, services or programs that are not available in your country. Such references are not intended to announce such products, services or programs in your country. Creative Concrete Products, LLC makes no representation that access to the Site is permitted under the laws of nations other than the U.S., and access to the Site is prohibited anywhere such access would violate local law. You are responsible for compliance with all applicable laws governing your access to the Site. The use of the Site and any claim relating to it or its contents are governed by the laws of the state of Washington, U.S. and controlling federal law of the U.S., without regard to conflict of laws provisions.

Disclaimer of Warranty

The information contained on the Site may contain technical inaccuracies or typographical errors. Both the Site and the products and services described on the Site may be changed at any time without notice. Creative Concrete Products, LLC assumes no responsibility, and will not be liable for, any damage to, or viruses or other disabling code that may infect your computer equipment, software or other property as a result of your downloading, viewing, or otherwise using the Site or any of its content, or any sites to which the Site contains a link, or their content. THE SITE AND ITS CONTENTS ARE PRESENTED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, CREATIVE CONCRETE PRODUCTS, LLC EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, WITH RESPECT TO THE SITE AND ANY SITE TO WHICH THE SITE CONTAINS A LINK.

Limitation of Liability

IN NO EVENT SHALL CREATIVE CONCRETE PRODUCTS, LLC BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES WHATSOEVER, SUFFERED AS A RESULT OF DOWNLOADING, VIEWING, COPYING, PRINTING, DISTRIBUTING, MODIFYING, RELYING UPON, OR OTHERWISE USING OR BEING UNABLE TO USE ANY PORTION OF THE SITE OR ANY SITE TO WHICH THE SITE CONTAINS A LINK, INCLUDING ANY BUSINESS INTERRUPTION, WORK DELAY, OR LOSS OF DATA, PROFITS, REVENUES OR OTHER ECONOMIC ADVANTAGE, WHETHER SUCH DAMAGES ARE CLAIMED UNDER CONTRACT, IN TORT, OR OTHERWISE, AND EVEN IF CREATIVE CONCRETE PRODUCTS, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.