



Terms and Conditions of Use for [Website Address]

[Website Address] ("Website") is owned by ACC Roofing, Inc., ("ACC") which has a principal place of business in Fort Collins, Colorado. You may use the Website only if you agree to the following terms and conditions ("Terms and Conditions"). If you do not agree to any term or condition set forth below, then you are not authorized to use the Website.

1. As used in these Terms and Conditions, the following terms will have the meanings indicated:
 - a. "Informational Packet" means the one of the following specific services you request from ACC as defined and described on the Website: a Quick Estimate, a Commercial Estimate, or a Basement Estimate.
2. All of the content on the Website, and all of the content that may be purchased, requested, received, or delivered through the website, including any Information Packet, is intellectual property owned by ACC or parties that have entered into a contract with ACC.
3. Except as expressly permitted by these Terms and Conditions, you may not reproduce any part of the Website. You may print any Information Packet that you buy for its intended personal or business use as described on the Website, but you may not print or reproduce such documents or any other part of the Website for any other purpose such as to develop a similar or competing website.
4. The following terms apply to every type of Informational Packet:
 - a. You must provide all information requested in the pertinent request form. The applicable time period for transmission by ACC of the requested Information Packet begins when a complete request form, full payment, and all requested or required supporting information is received by ACC. No refund will be issued for any request for any Information Packet where the request is incomplete.
 - b. If the Informational Packet is not transmitted by ACC in a timely manner as described in these Terms and Conditions, you will be refunded the price of the Informational Packet.
 - c. ACC is not responsible for invalid email addresses or internet related issues that delay the receipt of the Informational Packet. The Information Packet will be sent electronically using email, drop box, or another means selected in ACC's discretion. ACC's records alone will determine compliance with the applicable time period for transmission by ACC of the requested Information Packet.
 - d. All charges apply as long as the Informational Packet is prepared and transmitted in accordance with these Terms and Conditions.
 - e. For the purpose of determining whether ACC has complied with its agreement to transmit an Informational Packet in a timely manner, any request form received after 6:00 PM (PST) will be treated as though it was received at 7:00 AM (PST) on ACC's next business day.
 - f. You assume any and all risks associated with the accuracy of the information you provide on any request form.
 - g. The Informational Packet is for informational purposes only to be used by the purchaser at the purchaser's own risk.
 - h. The Informational Packet is not intended to be an offer to provide roofing or any other construction services.



- i. The Informational Packet does not bind or in any manner obligate ACC to perform any roofing or any other construction services.
 - j. If you wish to hire ACC to perform any services other than transmission of the Informational Packet, you must contact ACC and execute a binding, written contract for such services.
 - k. Sample Informational Packets available on the web site are for illustration purposes only. The Informational Packet you receive may not exactly match the pertinent sample provided on the Website. Deviations may occur based on a variety of factors, including unique, unusual, and non-standard aspects of your order as well as the technology utilized to prepare your Informational Packet.
5. With respect to any Quick Estimate, the following terms shall apply:
- a. ACC will transmit the Quick Estimate within eight hours of receiving full payment, a complete request form, and all requested or required supporting information and from the time the structure has been identified.
6. With respect to any Commercial Estimate, the following terms shall apply:
- a. ACC will transmit the Commercial Estimate by close of business on ACC's fifth business day following ACC's receipt of full payment, a complete request form, and all requested or required supporting information.
 - b. HVAC, electrical, plumbing or lightning protection systems will be estimates based off of national averages for budget purposes and no interior work will be included.
 - c. If you purchase the "Project Specification Tools" option, your Commercial Estimate will also include manufacturer data sheets, manufacturer application sheets, and manufacturer detail drawings.
7. With respect to any Basement Estimate, the following terms shall apply:
- a. ACC will transmit the Basement Estimate by close of business on ACC's seventh business day following ACC's receipt of full payment, a complete request form, and all requested or required supporting information.
 - b. Based on the information provided and the expertise and input of experienced professionals that have dealt with such matters, the floor plan design included in the Basement Estimate will attempt to balance potentially conflicting considerations, including maximization of usable space, compliance with standard building codes, traffic flow patterns, reasonable cost factors, storage space, and other considerations. ACC does not warrant that the floor plan design will meet every goal or request or all applicable code requirements.
 - c. Once ACC transmits the Basement Estimate to you, one edit is included if needed. To obtain the edit, you must mark your changes or comments and send back for ACC to revise or comment in ACC's sole discretion.
8. All questions concerning the construction, validity, and interpretation of these Terms and Conditions and the performance of the obligations imposed hereby shall be governed by the law of the State of Colorado.
9. All suits, proceedings and other actions relating to or arising out of these Terms and Conditions shall be submitted to the jurisdiction of the courts of the State of Colorado, and venue for any such suits, proceedings and other actions shall be in Larimer County, Colorado. By using the Website, you waive any claim against or objection to jurisdiction and venue in the courts of Larimer County, Colorado.



10. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS, ACC DISCLAIMS, AND YOU VOLUNTARILY WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW WITH FULL KNOWLEDGE THAT ACC WILL RELY ON SUCH WAIVER, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO INFORMATION PRESENTED IN OR PURCHASED, REQUESTED, RECEIVED, OR DELIVERED THROUGH THE WEBSITE, INCLUDING ANY INFORMATION PACKET. ACC DOES NOT WARRANT THAT ANY INFORMATION ON THE WEBSITE OR IN ANY INFORMATION PACKET IS ACCURATE, COMPLETE, OR UP-TO-DATE OR THAT IT CAN BE USED FOR ANY PARTICULAR PURPOSE. YOU ASSUME ANY AND ALL RISK ASSOCIATED WITH YOUR RELIANCE ON INFORMATION PRESENTED IN OR PURCHASED, REQUESTED, RECEIVED, OR DELIVERED THROUGH THE WEBSITE. YOU AGREE TO INDEMNIFY AND HOLD ACC HARMLESS FROM AND AGAINST ANY CLAIM BY ANY THIRD PARTY AGAINST ACC RESULTING FROM YOUR USE OF OR RELIANCE ON INFORMATION PRESENTED IN OR PURCHASED, REQUESTED, RECEIVED, OR DELIVERED THROUGH THE WEBSITE.