

Terms and Conditions for Clear Estimates

Clear Estimates, Inc. ("CE") welcomes you. In viewing the CE website ("Site") and using the related information, tools and resources we offer ("Services"), you are deemed to have read and agreed to the following terms and conditions.

General Purposes and Intent

CE's primary purpose in providing the Site and related Services is to simplify and facilitate the work of creating and presenting construction estimates. We will always strive to provide you, our Users, with quality tools and data that we believe will serve those purposes optimally. We do not guarantee that Clear Estimates technology and Services will address every construction situation you encounter or that it will incorporate data that is accurately representative across different project types, construction business models or geographic regions of our service area.

CE's founders are experienced construction professionals and experts at making technology work for real people in the real world. We will always seek to add value whether or not we can achieve perfection and are always interested in your feedback.

Please review our terms, conditions and updates frequently, abide by them and send questions or comments via our [Contact page](#).

Warranties

The Site and related Services are provided "as is." While we are continually working to assure that our technology functions properly we do not promise flawless operation. CE hereby disclaims all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement.

In using Clear Estimates technology and integrated data you understand that you utilize construction, materials and pricing information, as well as our estimating tools, at your own discretion and risk. Pricing information derived from use of the Services should be regarded as suggestions rather than conclusive recommendations. CE further ***makes no warranties***, express or implied, as to the accuracy and reliability of the provided information.

Where CE posts or otherwise makes use of comments or information provided by any User of our Site or Services it declines to accept any responsibility for the quality or reliability diligence of such content. We do not certify or endorse any provider of construction services or information.

Privacy and Confidentiality

You, the User, are responsible for maintaining the confidentiality of any Clear Estimates account you initiate or maintain, and for restricting related access to your computers and/or mobile devices. You agree to accept responsibility for all activities that occur in relation to accounts or passwords under your control. CE reserves the right to refuse service, limit service or terminate any user account, in its sole discretion.

User information entered through any account is regarded as confidential and therefore will not be divulged by CE to any third party unless the relevant user gives explicit permission to do so, or unless we are legally required to do so by the appropriate authorities.

CE utilizes encryption and authentication technology and related best practices to protect data entered and accessed by Users. Users have the right to view any and all records pertaining to their own accounts upon written request. In addition to refraining from selling, licensing or otherwise providing personal information to any third party, we will refrain from knowingly using your contact information to send you unsolicited communications. Any emails or other notifications sent by CE will only be in connection with the provision of its primary Services or sending information you have requested.

Log Files

CE reserves the right to use Internet Protocol addresses, ie “IP addresses,” to analyze trends, administer the website and estimating tools, track user activities, improve features and services and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers may log certain non-personal access information including browser type, access times and requested or referred URLs. This information is not shared with third parties, except on occasion in anonymous, aggregate form, and is disclosed among CE personnel only on a need- to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

Cookies

Like most interactive web sites, CE’s website may use cookies to enable the retrieval of user details for each visit. Cookies may be used in some areas of our site to enable functionality and ease of use for those people visiting.

Community Links and resources from CE

CE, from time to time, may make available to Users access attached information and/or links related to products and services offered by outside organizations, including that of [Acorn Finance](#). By using such functionality, you are directing us to access, route and transmit to you the applicable materials provide by third party organizations or the websites offered by third party organizations. These links are provided solely as a convenience to you. While CE is selective in associating with these organizations, we do not control, monitor, review or endorse their content, policies or practices including for accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety, or any intellectual property rights therein. CE is not responsible for the privacy and security practices of any organization that can be linked to from our Site. We encourage our Users to be aware of when they link to outside websites from CE’s Site and to review the relevant Terms and Conditions, privacy statements and community policies before disclosing any personal information. You should contact the site administrator or webmaster for all third party websites if you have any complaints, claims, concerns or questions regarding such links or any content located on such third party websites.

CE does not make any warranty or representation regarding, or endorse or otherwise sponsor, any linked websites or the information appearing thereon or any of the products or services described thereon. Further, CE does not endorse or guarantee products and services our Users may obtain through outside organizations to which you've been linked, directly or indirectly, as a result of viewing CE's Site or using its services.

YOU AGREE THAT YOUR USE OF THIRD-PARTY WEBSITES AND RESOURCES, INCLUDING WITHOUT LIMITATION YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, SERVICES OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEBSITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE PRIVACY POLICY AND TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH WEBSITES AND RESOURCES. CE WILL NOT ACCEPT ANY LOSSES, DAMAGES, OR LIABILITY OF ANY KIND, IN WHATEVER MANNER, HOWSOEVER CAUSED, RESULTING FROM OR RELATING TO USER'S INTERACTIONS WITH ANY SUCH OUTSIDE ORGANIZATION.

Legal Content

CE is not authorized to give legal advice and does not intend to provide any Services or content that would constitute legal advice. Where via the Site or Services we display construction contracts or other materials of a legal character, such content is intended solely as illustrative examples, not as legal recommendations. Users should always seek advice from qualified attorneys in their local jurisdiction regarding proposals, contracts and related legal practices.

Intellectual Property Rights

Copyright, Trademark and other relevant intellectual property rights apply to all content of the Site and Services, whether held by CE or third parties who may permit CE to post certain materials.

CE's brand name and logo, names of its features and functionality as well as graphic elements identifying certain features and services, whether registered or unregistered, are owned by CE and are protected through application of U.S. Trademark Law, and that of applicable jurisdictions outside of the United States. Redistribution, republication or imitation of any part of the Site or related user interfaces, or any graphic, verbal or conceptual element of CE's branding, including aesthetic 'look and feel' elements, is prohibited without our express written consent.

CE's primary estimating database is licensed to CE by RemodelMax, Inc., P.O. Box 3612, Frederick, Maryland 21705, <http://www.remodelmax.com/>. Users may utilize that data in creating estimates but may not otherwise provide this data to third parties.

When Users enter information in any format or medium via the Site or Services it becomes the property of CE, subject to privacy rights as delineated in these Terms and Conditions and under applicable law.

Limitation of Liability

In no event will CE be liable with respect to any entity or individual to whom these Terms and Conditions apply (ie You, the User) under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of

procurement or substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to CE under these Terms and Conditions during the twelve (12) month period prior to any cause of action.

Indemnification

You, the User, agree to indemnify and hold harmless CE, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Site and Services, including but not limited to your violation of these Terms and Conditions.

Legal Venue and Dispute Resolution

By visiting CE's website and utilizing the related estimating technology and data you agree that the laws of the state of Michigan, USA, without regard to principles of conflict of laws, will govern these terms and conditions and any dispute that might arise between you and CE. You further agree that prior to either of us seeking resolution of a dispute in any court of law, we will

first attempt to resolve the matter cost effectively through 1) informal negotiation in person or via Skype or other videoconferencing technology; and/or 2) retaining a mutually acceptable provider of mediation services for up to three hours of mediation sessions. Otherwise, where these more informal measures are not effective, traditional legal and equitable remedies are available. In situations where CE is required to seek an injunction or restraining order, or where a User has not met payment obligations to CE, we may seek legal remedies without prior negotiation or mediation.

Miscellaneous

If any of these terms are deemed invalid or unenforceable for any reason, then the invalid or unenforceable provision will be severed from these Terms and the remaining Terms will continue to apply. Failure of CE to enforce any of the provisions set out in these Terms and Conditions, or failure to limit or terminate any User's Services for any length of time, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented in the absence of written notification to Users by CE.

Notification of Changes

CE reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy related provisions, we will announce that these changes have been made on our Site. If there are any changes in how we use personally identifiable information, notification will be made to those affected by this change. You are therefore advised to regularly review our Terms and Conditions.