

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of **www.nelundmasonry.com** (the "Site"). This Site is owned and operated by Zachary Nelund. This Site is a masonry contractor service.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

Intellectual Property

All content published and made available on our Site is the property of Zachary Nelund and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Acceptable Use

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;
- Act in any way that could be considered fraudulent;
- Post any material that may be deemed inappropriate or offensive;
- You may not use this website for any unlawful purposes, including but not limited to violating local, state, national, or international laws, or to engage in fraudulent activities.;
- You may not use this website to impersonate or misrepresent the services provided by Nelund Masonry, including creating false reviews, testimonials, or misleading information about the company.;

- You may not use this website to send unsolicited messages, spam, or other unauthorized advertising or promotional materials.;
- You may not use this website to harass, abuse, defame, threaten, or harm the reputation of Nelund Masonry, its employees, customers, or other users.;
- You may not attempt to gain unauthorized access to any portion of this website, including bypassing security measures, accessing server resources, or interfering with website functionality.;
- You may not modify, reverse-engineer, disassemble, decompile, or tamper with the website or its underlying code, including attempting to disrupt the website's functionality or performance.;
- You may not reproduce, distribute, or use any content, images, designs, or text from this website without prior written consent from Nelund Masonry.;
- You may not use this website to submit false or misleading information, including fake service requests, quotes, or inquiries.;
- You may not upload, transmit, or distribute any content containing viruses, malware, worms, Trojan horses, or other malicious code that could harm the website or its users.;
- You may not use this website to harvest or collect data from other users, including but not limited to email addresses, personal information, or business information, without explicit consent..

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

User Contributions

Users may post the following information on our Site:

- Public comments.

By posting publicly on our Site, you agree not to act illegally or violate these Terms and Conditions.

Guarantees

The following guarantees apply to our Site:

- We only use industry-grade materials to ensure our work stands the test of time.;
- Your satisfaction is our priority. If you're not happy with our work, we'll work with you to make it right.; and
- We guarantee a clean and professional job site upon project completion..

Limitation of Liability

Zachary Nelund and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Zachary Nelund and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the State of Michigan.

Dispute Resolution

Subject to any exceptions specified in these Terms and Conditions, if you and Zachary Nelund are unable to resolve any dispute through informal discussion, then you and Zachary Nelund agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to both you and Zachary Nelund. The costs of any mediation or arbitration will be shared equally between you and Zachary Nelund.

Notwithstanding any other provision in these Terms and Conditions, you and Zachary Nelund agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be

removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

(231) 340-5709

zachary.nelund@gmail.com

3500 Woodland Court, Elmira MI 49730

You can also contact us through the feedback form available on our Site.

Effective Date: 8th day of January, 2025.