



Terms of Service

By using the PRICE'S GUARANTEED DOORS, INC., website (*see*, www.priceddoors.com) and interacting with its employees, independent contractors and dealers (hereinafter, the “**Products and/or Services**”), You are agreeing to be bound by the following terms and conditions (the “**Terms of Service**”). PRICE'S GUARANTEED DOORS, INC., (the “**Company**”) reserves the right to update and change the Terms of Service from time to time without notice. Any new features that change or enhance the current Service, including the release of new tools and resources, restrictions or updates as to Company policies and procedures, any changes in the terms such as with any applicable warranty, shall be subject to the Terms of Service that is posted here on the Company's website. Continued use of the Company's Site, Products and Services, after any such changes, shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at: pricesdoors.com/terms-of-service (the “**Site**”). By checking the box or clicking the button next to a link to these terms on any of our sign-up pages, or by either creating or logging in to a new or your existing Company account, or creating an account or buying any Product or Service from the Company, or by accessing the Site or by accessing any of the Products (including by means of any API, ecommerce or shopping interface), you accept this Agreement on behalf of yourself and any business or organization you represent (collectively, “**You**”).

Minimum Age and Ability to Bind

The Site and the Products and Services are available only to persons or organizations that can form legally binding contracts under applicable law. Without limiting the foregoing, individuals under the age of 18 are not authorized to use the Site or the Products or Services. If you are using the Site or the Products or Services on behalf of an organization, you represent and warrant that you have the ability to bind such organization by your use of the Site and the Products and Services of the Company.

Registration

You agree to provide true, accurate, current and complete information about yourself and your organization, as applicable, as requested in the registration form and elsewhere on the Site, and you agree to update such information if it changes.

Account Access

For purposes of this Agreement, you are the “**Account Owner**” and any other users you authorize will be deemed “**Authorized Users**.” You will be responsible for each Authorized User's use of your Company account and each Authorized User's compliance with this Agreement.

Username and Password (if applicable)

You are responsible for maintaining the security of your ReadyCloud account, passwords and files (including the passwords and files that your Authorized Users, if any, have access to). We will accept the instructions of any individual who claims to be authorized to direct changes to your Company account so long as such person presents the Account Owner username and password or provides other appropriate account identifying information, as determined by us in our sole discretion, by email or by phone. We have no knowledge of your organizational structure, if you are registering for the Products as an organization, or your personal relationships, if you are a person. You will be solely responsible and liable for any activity that occurs under your username and the activities of your Authorized Users, if any, and we shall not be responsible for the actions of any individuals who misuse your business

data or other assets using your username and password or other appropriate account identifying information. You agree to notify us immediately of any unauthorized use of your ReadyCloud account or any other breach of security.

Communication with You

We reserve the right to send messages to you to (a) inform you of changes or additions the Company, its Products and Services, its website, or this Agreement, (b) to inform you of violations of this Agreement or actions relating to your privilege to access and use the Site or the Products or Services, (c) to inform you of any other matter related to the Site, the Products or Services, or this Agreement or (d) for marketing and other purposes. Nothing in this provision shall require or obligate us to send any notice if no notice is required or mandated elsewhere in this Agreement. You may unsubscribe from our marketing communications at any time, although you will continue to receive transactional messages from us.

You agree that we may, but are not obligated to, monitor or record any of your telephone conversations and chat texts with us for quality control purposes, for purposes of training our employees and for our own protection. You further agree that any Authorized Users or anyone else you authorize to use your account consents to such monitoring or recording as well. You acknowledge that not all telephone lines or calls are recorded by us and that we do not guarantee that recordings of any particular telephone calls will be retained or are capable of being retrieved or even if retained and retrievable will be made available to you.

By entering into this agreement, you acknowledge that we may contact you via telephone (either by a live person, automatic dialer, prerecorded message or a combination of the foregoing) to discuss the products and you consent to such contact. Further, you consent to receive such phone calls at the telephone number you entered on the site. You do not need to agree to this provision in order to use the Site or purchase the Products and if you would like us not to contact you by telephone, please send an email to: support@pricesdoors.com.

Copyright and Trademark Information

The Site (and the information it contains) is the property of the Company and, in some cases, its affiliates and licensors, and are protected by United States and international intellectual property laws. “Price’s” and other trade dress, including Price’s Garage & Entry Doors, are either the registered or common law trademarks of the Company. .

General Conditions

Your use of the Site, and the Products and Services of the Company is at your sole risk. The service, site or product is solely provided on an “*as is*” and “*as available*” basis.

Technical support may be limited and should be directed to the Dealer specifically. However, if the Dealer needs technical assistant, then it may be provided, but in any event, shall only be provided to paying account holders.

You understand that the Company may use or does use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the site, and assist in the delivery of the Products and Services.

You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Company’s Site, Products or Services.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Company’s Site, Products or Services, use of the same, or access to the same without the express written permission by the Company.

We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Service.

Verbal, physical, written or other abuse (including threats of abuse or retribution) of any customer of the Company’s, or employees, members, or officers will result in immediate account termination.

You understand that the technical processing and transmission of the Company's Site, and assistance to its Products and Services, including any content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

As it pertains to the Company's Site, Products and Services, You must not upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages herewith, nor transmit any worms or viruses or any code of a destructive nature.

Additionally, the Company does not warrant that (i) the Site, or any Product or Service will meet your specific requirements, (ii) the Site, Products and Services may be uninterrupted, untimely, unsecure, or error-free, (iii) the results that may be obtained from the use of the Site, Products or Services will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.

You expressly understand and agree that the Company shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Company has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Site, Products or Services; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.

The failure of the Company to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and the Company for merely visiting the Site, and until you enter into a Purchase Agreement with the Company. Until then, this Agreement governs your use of the Site, Products or Services, until a Purchase Agreement and SOW replace or override (if contradictory) these Terms of Services, and any prior agreements between you and the Company (including, but not limited to, any prior versions of the Terms of Service).