## **TERMS & CONDITIONS**

MOUNTAIN VENTURE, LLC, WHICH DOES BUSINESS AS ACCENT TRUSS, PROVIDES THIS WEBSITE AND ITS RELATED CONTENT AND SERVICES SUBJECT TO YOUR COMPLIANCE WITH THE TERMS AND CONDITIONS SET FORTH BELOW. YOUR USE OF THIS WEBSITE CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. PLEASE READ THE FOLLOWING INFORMATION CAREFULLY:

- 1. <u>Copyright Notice</u>. All pages within this Internet website ("Website") and any videos created by Mountain Venture, LLC are the property of Mountain Venture, LLC and/or its affiliates. No portion of these materials may be reprinted or republished in any form without the express written permission of Mountain Venture, LLC.
- 2. <u>Trademark Notice</u>. "Accent Truss" and the Accent Truss logo are trademarks and service marks of Mountain Venture, LLC. Any and all other trademarks, to the extent not owned by Mountain Venture, LLC, are the trademarks, service marks or logos of their respective owners.
- 3. <u>Purchase Agreements</u>. If you purchase products or services from Mountain Venture, LLC, we will typically provide a Purchase Agreement containing specific plans/drawings and terms and conditions for each project (the "Purchase Agreement"). The Purchase Agreement shall govern as to any products and services purchased pursuant to it; as to any inconsistency between the Purchase Agreement and these terms and conditions, the Purchase Agreement will control as to those inconsistencies.
- 4. Informational Use Only; each project is unique; consult appropriate professionals. We provide our products and services according to plans and specifications submitted by our customers. While we may respond to general questions about our products and services and may visit a customer's location or provide information about our products and services, we do not assemble or install our products for customers. As such, it is our customer's obligation to consult and retain qualified installers, licensed contractors, architects, engineers, and other professionals to evaluate the customer's specific situation and render appropriate assistance in the design and installation of our products. Our customers assume all risks associated with the assembly, use, and installation of our products. WE DISCLAIM AND ASSUME NO LIABILITY FOR ON-SITE INSPECTIONS, ASSEMBLY, USE OR INSTALLATION OF OUR PRODUCTS. In some situations, we may provide design services based upon the plans and specifications submitted by our customers. Where appropriate, we may retain licensed engineers for our sole benefit to provide such design services. However, it is ultimately the customer's obligation to consult with its own qualified installers, licensed contractors, architects, engineers, and other professionals as to the appropriateness of any design of our products and how they will fit into the overall work and project. We may provide information concerning our products and services, including informational videos, which we provide for informational and illustrative use only. Each project is unique and our products are customized to each specific project. As a result, what may be shown or described on the Website, including in any informational videos, may not necessarily

work for your project or situation. Please consult all appropriate qualified installers, licensed contractors, architects, engineers, and other professionals to evaluate your particular needs.

5. <u>Disclaimer of Warranties</u>; <u>limitation of liability</u>. THIS WEBSITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY WEBSITE-RELATED SERVICE, IS PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS WEBSITE AND WEBSITE-RELATED SERVICES.

MOUNTAIN VENTURE, LLC AND ITS AFFILIATES AND SPONSORS ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE WEBSITE, WEBSITE-RELATED SERVICES AND/OR CONTENT CONTAINED WITHIN THE WEBSITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE AND/OR WEBSITE-RELATED SERVICES IS TO STOP USING THE WEBSITE AND/OR THOSE SERVICES.

Although Mountain Venture attempts to ensure the integrity and accurateness of the Website, it makes no guarantees whatsoever as to the correctness or accuracy of the Website. It is possible that the Website could include inaccuracies or errors, and that third parties could make unauthorized modifications to the Website. If you are aware of what you believe to be an inaccuracy, please inform Mountain Venture, LLC. We may display some of our products and services on this Website. Due to the nature of those products and services, as well as the varying nature of computer and device displays, we cannot guarantee that the displays will be accurate.

- 6. <u>Privacy</u>. Mountain Venture, LLC collects certain information using its Website. This statement applies to such information, and may be amended from time to time, including by posting such amendments to this Website. Your use of this Website, and your continued used of this Website following the posting of any modifications to this statement, constitutes your acceptance thereof.
  - a. Information. We collect non-personally identifiable information about you in a number of ways, including by tracking activities through IP addresses, computer settings or most-recently visited URL, or if you submit non-personally identifying information such as age, preferences, or general location. We do not collect any personally identifiable information about you unless you voluntarily submit such information to us, including your name, address, email address, and telephone number.
  - b. Use. In general, we will only use the information you provide to us for the purpose for which it was provided. We may also use this information to contact you or to deliver to you information and promotional material about our business or our partners, including newsletters. We may use non-personal demographic and profile data, including to tailor

- your experience on the Website and to share with advertisers and partners on an aggregate, non-personal basis.
- c. IP Address. We may use your IP address to help administer and diagnose problems with the operation of our Website.
- d. Cookies. When you view the Website, we may store information on your computer or browser in the form of a "cookie" or other similar file. These files are stored on your hard drive, not on our Website, and are used to help in navigating the internet and in maintaining preferences and an easier browsing experience. To the extent we permit any outside company to display advertisements on our Website, those companies may collect cookies through those advertisements, though we may not have access to that information or to know whether such cookies are used.
- e. Links. We may occasionally provide links to other websites, which may collect and use information, including the type of information discussed above. We are not responsible for the privacy practices or content of such websites.
- f. Security. We employ reasonable security measures to protect the loss, misuse, and alteration of the information under our control, and we will take all reasonable steps to protect such information, including at least the same measures we use to protect our own information.
- g. Choice/Opt-Out. If you no longer wish to receive communications from us, wish to update your information, or have any please visit the "Contact Us" or similar tab on the Website and/or follow the instructions in your most recent communications from us on how to unsubscribe and/or modify your information. We will use all reasonable methods to affect such changes, though we cannot always ensure that such changes will reach other databases or third parties beyond our control.
- h. Contact. If you have any questions about this privacy statement or other information on this Website, please visit the "Contact Us" or similar tab on the Website for information on how to contact us.
- 7. <u>Modifications</u>. Mountain Venture, LLC reserves the right to modify these terms and conditions at any time without prior notice. Your use of this Website, and your continued used of this Website following the posting of any modifications to these terms and conditions, constitutes your acceptance thereof.
- 8. <u>General</u>. Your agreement to these terms and conditions is entered into in the State of South Carolina and shall be governed by and construed in accordance with the laws of the State of South Carolina, exclusive of its choice of law rules. By agreeing to these terms and conditions, for any dispute arising out of or in connection with these terms and conditions, you submit to the exclusive jurisdiction of the state and federal courts of Anderson County, South Carolina and waive any jurisdictional, venue, or inconvenient forum objections to such courts. In any action to enforce these terms and conditions, the prevailing party shall be entitled to its costs and attorneys' fees. In the event that any court or tribunal shall hold any part of these terms and

conditions to be void or unenforceable, the remaining portions of these terms and conditions shall survive and remain in full force and effect.