



# Terms of Service for [cagc.org](http://cagc.org) June 28, 2022

Copyright © 2000-2022 by Carolinas AGC, Inc. – All Rights Reserved

No part of this website may be reproduced (by any means) without the express, and written consent of Carolinas AGC, Inc.

This publication provides the opinions of Carolina AGC, Inc. (the “Author”) in regard to the subject matter contained herein, unless otherwise noted therein.

## TERMS OF SERVICE

These Terms of Service (these “**Terms**” or the “**TOU**”) set forth the legally binding terms and conditions that govern your use of the Site. By accessing or using the Site, you are accepting these Terms (on behalf of yourself or the entity that you represent), and you represent and warrant that you have the right, authority, and capacity to enter into these Terms (on behalf of yourself or the entity that you represent). If you do not agree to the terms and conditions of this agreement, you should immediately cease all usage of this website. The Authors reserve the right, at any time, to modify, alter, or update the terms and conditions of this agreement without prior notice. Modifications shall become effective immediately upon being posted at this website.

Your continued use of the Service after amendments are posted constitutes an acknowledgment and acceptance of the Terms as revised. Any modifications will be updated on this page, we recommend you return to this page on a regular basis to view those updates.

*Disclaimer of Warranties*

The site is provided by Carolinas AGC, Inc. on an “as is” and on an “as available” basis. To the fullest extent permitted by applicable law, Carolinas AGC, Inc., makes no representations or warranties of any kind, express or implied, regarding the use or the results of this web site in terms of its correctness, accuracy, reliability, or otherwise, including, but not limited to, all warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, on non-infringement. The Authors (and any supplier) make no warranty that the Service will meet your requirements, will be available on an uninterrupted, timely, secure, or error-free basis, or will be accurate reliable, free of viruses or other harmful code, complete, legal, or safe.

Carolinas AGC, Inc. shall have no liability for any interruptions in the use of this Website. Carolinas AGC, Inc. disclaims all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement. If applicable law requires any warranties with respect to the site, all such warranties are limited in duration to Ninety (90) days from the date of first use.

#### *Visitors, and Those Who Are Age 18 and Younger*

Carolinas AGC, Inc. is not directed at children under eighteen years of age. Any registration with, use of, or access to the Carolinas AGC, Inc. Web site by anyone under 18 is unauthorized, unlicensed, and in violation of these TOU.

#### *Limitation of Liability*

To the maximum extent permitted by law, Carolinas AGC, Inc., SHALL NOT be liable for any damages whatsoever. Carolinas AGC, Inc. shall not be liable for any special, indirect, consequential, or incidental damages, or damages for lost profits, loss of revenue, or loss of use, arising out of or related to this web site or the information contained in it, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if Carolinas AGC, Inc. has been advised of the possibility of such damages.

To the extent a dispute arises connected to a Users use of the Site or these Terms, and that dispute cannot be settled through negotiation, the parties hereby submit the following dispute to mediation administered by a member of the North

Carolina Academy of Superior Court Mediators to be selected by Carolinas AGC, Inc. Fees for any mediation shall be shared equally between all parties to the mediation. Should mediation be unsuccessful, the parties hereby submit to binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

### *Indemnification*

User agrees to indemnify and hold Carolinas AGC, Inc., its subsidiaries, affiliates, officers, owners, and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of User's use of the Service, the violation of this Agreement, or infringement by User or other user of the Service using User's computer, of any intellectual property or any other right of any person or entity.

### *Third-Party Sites*

Our website may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party site. You further acknowledge that none of these Terms shall transfer or otherwise be applicable to any such third party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites is subject to the terms of use and privacy policies of each site, and we are not responsible therein. We encourage all Users to review said privacy policies of third parties' sites.

### *Disclaimer Regarding Accuracy of Vendor Information*

The Service may include access to or links to products or services offered by third party vendors ("Vendors"). Product specifications and other information have either been provided by the Vendors or collected from publicly available sources. While Carolinas AGC, Inc. makes every effort to ensure that the information on this website is accurate, we can make no representations or warranties as to the accuracy or reliability of any information provided on this website.

Carolinas AGC, Inc. makes no warranties or representations whatsoever with regard to any product provided or offered by any Vendor, and you acknowledge that any reliance on representations and warranties provided by any Vendor shall be at your own risk.

#### *Governing Jurisdiction of the Courts in North Carolina.*

Our website is operated and provided in the State of North Carolina. As such, we are subject to the laws of the State of North Carolina, and such laws will govern this Terms of Use, without giving effect to any choice of law rules. We make no representation that our website or other services are appropriate, legal or available for use in other locations. Accordingly, if you choose to access our site you agree to do so subject to the internal laws of the State of North Carolina.

#### *Compliance with Laws.*

User assumes all knowledge of applicable law and is responsible for compliance with any such laws. User may not use the Service in any way that violates applicable state, federal, or international laws, regulations or other government requirements. User further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

#### *Copyright and Trademark Information*

All content included or available on this site, including site design, text, graphics, interfaces, and the selection and arrangements thereof is ©2000-2022 Carolinas AGC, Inc., will all rights reserved, or is the property of Carolinas AGC, Inc. and/or third parties protected by intellectual property rights. Any use of materials on the website, including reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of Carolinas AGC, Inc. is strictly prohibited. User agrees that they will not use any robot, spider, or other automatic device, or manual process to monitor or copy our web pages or the content contained therein without prior written permission of an authorized officer of Carolinas AGC, Inc.

Carolinas AGC, Inc. and [www.cagc.org](http://www.cagc.org) (tm) are proprietary marks of Carolinas AGC, Inc. Carolinas AGC, Inc.'s trademarks may not be used in connection with any product or service that is not provided by Carolinas AGC, Inc. in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Carolinas AGC, Inc..

All other trademarks displayed on Carolinas AGC, Inc.'s website are the trademarks of their respective owners and constitute neither an endorsement nor a recommendation of those Vendors. In addition, such use of trademarks or links to the web sites of Vendors is not intended to imply, directly or indirectly, that those Vendors endorse or have any affiliation with Carolinas AGC, Inc.

Photographs courtesy of Creative Commons.

YouTube™ links and embedded videos used under limited license from YouTube™ per the YouTube TOS. See YouTube Terms of Service for more information.

Vimeo™ links and embedded videos used under limited license from Vimeo per the Vimeo TOS. See Vimeo Terms of Service for more information.

### *Notification of Claimed Copyright Infringement*

Pursuant to Section 512(c) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, Carolinas AGC, Inc. designates the following individual as its agent for receipt of notifications of claimed copyright infringement. **Director of Digital Operations Sharon Walters at 704/372-1450 ext. 5212.**

### *Other Terms*

If any provision of this Terms of Use Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent.

You agree that this Terms of Use Agreement and any other agreements referenced herein may be assigned by Carolinas AGC, Inc. in our sole discretion, to a third party in the event of a merger or acquisition. This Terms of Use Agreement shall

apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a User. User agrees that by accepting this Terms of Use Agreement, User is consenting to the use and disclosure of their personally identifiable information and other practices described in our [Privacy Policy](#) Statement.