



**Monumental Windows and Doors, a division of
Glazcon Production, Inc.**
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TERMS OF USE

These Terms of Use set forth the terms and conditions of your use of the Monumental Member Portal ("Website"):

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2. **Suspension, Limitation, & Termination.**

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- 2.2 Upon termination, except as otherwise provided in these Terms of Use, all rights in the Website and Data granted to you under these Terms of Use shall automatically terminate.

3. **No Warranty.**

- 3.1 The Website is provided to you strictly on an "as is" basis and without warranty of any kind. MONUMENTAL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF SERVICE, WHETHER MADE BY MONUMENTAL EMPLOYEES OR OTHERWISE, SHALL BE DEEMED TO BE A WARRANTY BY MONUMENTAL FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF MONUMENTAL WHATSOEVER.



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TERMS OF USE, CONTINUED

4. **Limitation of Liability.**

4.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL MONUMENTAL BE LIABLE TO YOU FOR DIRECT, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, RELIANCE OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA, OR LOSS OF DAMAGES.

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5.1 These Terms of Use in no manner absolves you of your responsibility, if any, to procure legally sufficient permission from the copyright owner of the Website or Data which is not being provided for you under this Terms of Use. You agree to indemnify and hold harmless Monumental and its agent from any and all claims made by third parties to the extent such claims are made with respect to copyrighted materials utilized in conjunction with these Terms of Use and not provided for by Monumental under these Terms of Use, and you agree to indemnify Monumental with respect to any losses, damages, and expenses incurred by Monumental resulting from any breach by you of any representation, warranty or obligation under these Terms of Use.

6. **Miscellaneous.**

- 6.1 **Relationship of Parties.** These Terms of Use does not create any agency, partnership, or joint venture between the parties. You do not have any right to bind Monumental in any manner and these Terms of Use do not give any right of any kind to a third party.
- 6.2 **Amendment.** Monumental shall have the right to modify these Terms of Use at any time by posting an updated version of these Terms of Use on its website. You are responsible for regularly checking the Website to inform yourself of such changes. Changes will be effective upon your first login to the Website after any changes are posted and continued use of the Website shall constitute your consent to any changes.
- 6.3 **Governing Law & Jurisdiction.** This Terms of Use shall be governed by and construed in accordance with the laws of the State of California without regard to California's choice of law provisions. Except as otherwise provided in this Terms of Use, the parties consent to and waive any objections to exclusive personal jurisdiction and venue in California State Court or the United States District Court of the Central District of California.
- 6.4 **Severability.** If any of the provisions of this Terms of Use shall not constitute a waiver of that or any other provision unless expressly waived in writing.
- 6.5 **No Waiver.** Any failure to enforce any provision of this Terms of Use shall not constitute a waiver of that or any other provision unless expressly waived in writing.
- 6.6 **Compliance with Laws.** You agree to comply with all applicable laws and regulations in connection with your use of Website.
- 6.7 **Injunctive Relief.** In the event of a breach or threatened breach by you of any of the provisions of Sections 1.3 through 2.3 of these Terms of Use, Monumental may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce those provisions.
- 6.8 **Contact.** If you have any questions about these Terms of Use, please contact: Monumental Windows & Doors, 39770 Garand Lane, Palm Desert, California 92211.