

# Sun Home Improvement Website Terms of Service Agreement/Terms of Use

Last Revised 1/9/2012

## 1. You Agree to These Terms by Using this Site

Your access to, and use of, [www.sunhomemi.com](http://www.sunhomemi.com), including the content, Services and Software provided there (collectively, the "Site") are subject to the following Terms of Use and all applicable laws and regulations. If you do not agree to and accept, without limitation or qualification, these Terms of Use, please exit the Site.

## 2. Ownership of Content

The Site and all of its contents including, but not limited to, all text and images ("Content") are owned and copyrighted by Sun Home Improvement, its subsidiaries, sponsors or affiliated companies (collectively, "Affiliated Entities") or others with all rights reserved unless otherwise noted. Any Content that is a trademark, logo or service mark is also a registered and unregistered trademark of Sun Home Improvement or others. Your use of any Content, except as provided in these Terms of Use, without the written permission of the Content owner is strictly prohibited.

## 3. Your Use of the Site

Sun Home Improvement grants you permission to use the Site as follows:

- For information gathering about Sun Home Improvement's products and/or services along with submitting personal information as stated in Section 4.
- You must comply with all applicable laws, rules and regulations while using the Site.
- You are prohibited from using the Site to post or transmit any virus, worm, Trojan Horse, easter egg, time bomb, spyware or other computer code, file or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment;
- You are prohibited from using the Site to violate the legal rights of others or harvest or collect personally identifiable information about users of the Site;
- You are prohibited from restricting or inhibiting any other person from use of the Site, and from interfering with or disrupting the operation of the Site or the servers or networks used to make the Site available or violating any requirements, procedures, policies or regulations of such networks;
- You are prohibited from modifying, adapting, translation, reverse engineering, decompiling or disassembling any portion of the Site.

## 4. Privacy

Any personal data (for example, your name, telephone number or e-mail address) you transmit to the Site by electronic mail or otherwise will be used by Sun Home Improvement in accordance with the Site's Privacy Policy as posted.

## **5. Disclaimer of Warranties**

THE SITE AND ALL CONTENT MADE AVAILABLE THROUGH THE SITE ARE SUBJECT TO CHANGE AND ARE PROVIDED TO YOU "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

## **6. Exclusion of Liability**

YOUR USE OF THE SITE IS AT YOUR OWN RISK. NEITHER SUN HOME IMPROVEMENT, NOR ANY OF ITS AFFILIATED ENTITIES, ARE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS SITE, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA, AND/OR LOSS OF OTHER INTANGIBLES. IN PARTICULAR, AND WITHOUT LIMITATION, NEITHER SUN HOME IMPROVEMENT NOR ANY AFFILIATED ENTITY WILL BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. Please note that some jurisdictions may not allow the exclusion of certain damages, so some of the above exclusions may not apply to you.

## **7. Links to Third Party Sites**

The Site may contain links to sites owned or operated by parties other than Sun Home Improvement. Such links are provided for your convenience only. Sun Home Improvement does not control, and is not responsible for, the content or privacy policies on, or the security of, such sites.

## **8. Revisions to the Terms**

Sun Home Improvement may at any time, revise these Terms of Use and will notify you by updating this posting. You can determine when these Terms of Use were last revised by referring to the "LAST REVISED" legend at the top of this document.

## **9. Revisions to the Site**

We reserve the right, at any time, to modify or discontinue the Site, with or without notice. You agree that neither we nor any Affiliated Entity shall be liable to you or to any third party for any modification, suspension or discontinuance of the Site. Your continued use of the Site after such changes will indicate your acceptance of such changes.

## **10. Law and Jurisdiction**

These Terms of Use and your use of the Site are governed by the laws of the State of Michigan, USA, without regard to its choice of law provisions. The courts of general jurisdiction located within Washtenaw County, MI, USA, will have exclusive jurisdiction over any and all disputes arising out of, relating to or concerning these Terms of Use and/or the Site or in which these Terms of Use and/or the Site are a material fact, and you waive any jurisdictional, venue or inconvenient forum objections to such courts.

## **11. Severability**

If any provision of these Terms of Use found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provision.

## **12. Information or Complaints**

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please send an e-mail to [info@sunhomemi.com](mailto:info@sunhomemi.com). You may also contact us by writing to Sun Home Improvement, 9729 Jessica J. Lane, Plymouth, MI 48170 or by calling us on 734-354-9988. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by post at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210

## **13. Void Where Prohibited**

Although this Site is accessible worldwide, not all services discussed or referenced in this website are available to all persons or in all geographic locations or jurisdictions. We reserve the right to limit the availability of this Site and/or the provision of any service to any person, geographic area or jurisdiction we so desire, at any time and in our sole discretion.