

[HTTPS://MercadoDesignBuild.com](https://MercadoDesignBuild.com)

## TERMS OF USE

Last Updated: JULY 11, 2024

**Mercado Design Build Studio, LLC** is an **Architectural Design & Construction Management Business**, Website available at **MercadoDesignBuild.com** (the "Website.") **Mercado Design Build Studio** and its affiliates ("we", "us" or "our") grant access to the Website to you subject to these terms (the "Terms of Use"). By using the Website, you agree to these Terms of Use. Please immediately stop use of the Website if you do not agree to these terms. These Terms of Use also include our Privacy Policy, and Website Disclaimer, which can be found in links at the footer of our website.

### Conditions to Use the Website.

Your permission to use the Website is conditioned on your agreement that you:

- Are at least **18 years old**;
- Will comply with these Terms of Use;
- Refrain from any of the acts listed in the Prohibited Conduct section of these Terms of Use;
- Will not copy or distribute any part of the Website in any form without our written consent;
- Will provide accurate information when creating accounts or registering for the website;
- Will not use the Website for any commercial purposes other than the specific commercial activities contained on the Website and will not use it to obtain data or personal information about any other users or to solicit other users;
- Have ownership and sole responsibility for any content provided by you on the Website or to us;
- Agree we have the right to remove any and/or all of your content and terminate your account with or without notice.

### Prohibited Conduct.

By using the Website, you agree **not** to:

- Conduct or promote illegal activities;
- Attempt to reverse engineer or obtain the code of the Website software (including tools, methods, processes, and infrastructure);
- Attempt to gain access to secured portions of the Website;
- Engage in the automated use of the system, such as the use of data mining robots, or any manual process to harvest information from the Website;
- Hack into the accounts/profiles of other users;
- Infringe upon the copyright of us or third parties whose content is hosted on the Website;
- Share your account/ profile information with any third parties
- Use the Website to generate spam;
- Use our services as part of any effort to compete with us;
- Interfere in any way with the functioning of the Website;

### Your Account/Profile.

You may be required to create an account and/or profile to access certain content on the Website. You agree only to provide truthful and accurate information, and keep it up to date. If your privilege to use the Website is at any time terminated by us, you may not use the Website under any new or alternative account. Sharing your account login is prohibited and will result in your access being terminated. You are solely responsible for any and all access to the Website via your account login. If you believe your login has been compromised, notify us immediately by one of the methods listed in the Contact section of these Terms of Use.

### Your Content.

By providing any form of content to us or through the Website, you expressly agree that we may use that content, referred to as "User Generated Content" or "UGC". UGC may include images, videos, pictures, comments, posts, files, or anything else provided by you. If any UGC violates these terms we may remove it, terminate user accounts or take other actions. We are not responsible for any harm to you caused by other users' UGC. You agree not to post or use any UGC in any way that:

- Infringes the copyright, trademark, or other intellectual property or proprietary rights of third parties
- Violates the privacy, publicity, or other rights of third parties
- Is unlawful, untrue, inaccurate, defamatory, discriminatory, pornographic, abusive, threatening, harassing, hateful, encourages criminal conduct, or may give rise to civil liability, violate any law, or is otherwise inappropriate, as determined by us in our sole discretion
- Could damage our company, representatives, affiliates, advertisers, or other parties.

## **Products or Services.**

The following terms in these Terms of Use are applicable to those who make any purchase through the Website.

1. *Product/ Service Descriptions.* It is our intention and efforts to put accurate product information, descriptions and images on the Website. However, it is your responsibility to fully vet any product or service prior to purchase. We are not responsible for any mistakes, omissions, or inferences made from product or service descriptions. Descriptions may be changed by us at any time without notice.
2. *Prices.* Prices for our products and services may change at any time without notice. We are under no obligation to honor a previously posted price for a purchase. Prices for delivery (if applicable) and or tax (if required by law) are not included in the price and will be charged to the purchaser at the time of purchase. Payment is due upon placing an order unless alternative payment arrangements are agreed in writing. Acceptable payment methods are disclosed on the checkout page.
3. *Modifications.* We may modify or discontinue any product or service without notice at any time.
4. *Discretion.* We reserve the right to refuse a sale to anyone at our sole discretion.

## **Promotions, Sweepstakes and other Contests.**

We may offer special promotions, contests and/or sweepstakes intended to provide you an incentive to use, engage with, or promote the Website and/or purchase our products or services. The applicable rules will be posted on the Website in or near the description of each such promotion. We reserve the right to interpret the rules related to any such promotion, contest or sweepstakes in our sole discretion, and you agree to our interpretation.

## **General Maintenance.**

We may make the website unavailable for periods of time for general maintenance, or for any reason we deem appropriate. We make no guaranty as to a length of time the website may be unavailable. We are not liable to you for any issue that may arise from the Website's unavailability.

## **Termination.**

We may alter or discontinue the Website or any of the services provided at any time without notice. The agreement between us and you will automatically terminate if, in our sole discretion, you violate any of These Terms of Use. A termination will result in the immediate removal of access to the Website. The Disclaimers of Warranty and Limitation of Liability, and all terms and conditions related to your content, and Indemnity sections will survive the termination.

## **Indemnity.**

You agree to defend, indemnify and hold harmless us, our officers, directors, representatives, employees, agents, affiliates, and related companies from and against any and all claims, damages, obligations, losses, liabilities, and/or costs (including reasonable attorney's fees) arising from: (i) your violation of any term of these Terms of Use; (ii) your violation of any third party right, including without limitation any copyright, property, privacy right, or any and all intangible or intellectual property rights; or (iii) any claim that any of your UGC causes damage to a third party.

## **Intellectual Property.**

All content on the Website provided by us is provided to you for your information and personal use only and may not be used, copied, reproduced, modified, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent. We reserve all rights not expressly granted in and to the Website. We, or anyone we obtained a license from, retain ownership of all intellectual property rights of all kinds associated with the Website, including trademarks, copyrights and other rights such as trade secrets. Through the use of this Website and these Terms of Use, you are not in any way licensed any intellectual property rights described here or that may exist. We reserve all rights that are not specifically granted to you in writing. We retain, to the maximum extent possible, all ownership of all the text, software, scripts, graphics, photos, sounds, features and the trademarks, service marks and logos contained on the Website ("Marks"), unless they are marks used by Merchants who have provided them to us for use on this Website. The Marks are owned or licensed to us,

subject to copyright and other intellectual property rights under the law of the United States of America, the laws of our respective jurisdictions, and international laws.

You retain intellectual property rights in any copyrighted materials and trademarks that are contained in UGC that you post to the Website. By posting UGC, you grant us an irrevocable, perpetual, non-exclusive, royalty-free, fully license, to use said UGC in any and every way we choose.

### **Copyright Notice.**

If you believe the Website in any way has infringed on your copyrights, please submit a notification pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512(c)(3)) in writing to us by the method listed in the Contact section below with the Subject: "copyright notice."

### **Entire Agreement.**

These Terms of Use as well as the Privacy Policy and Website Disclaimer, constitute the entire agreement of the parties with respect to the Website. No waiver by either party of any breach or default will be a waiver of these Terms, or any preceding or subsequent breach or default. There are no third-party beneficiaries of these Terms of Use. They are not assignable, and any attempt to do so will be invalid.

### **Choice of Law.**

To the maximum extent authorized by law, the laws of the State of **Arizona** govern the interpretation of these Terms of Use and any disputes arising in connection with it, regardless of conflict of laws principles.

### **Dispute Resolution.**

Any claim or dispute between you and us, our officers, directors, agents, parent companies and vendors that arises out of or relates to this Agreement or use of the Website will be decided exclusively by a court of competent jurisdiction located in **Arizona**. The prevailing party shall pay its fees and litigation expenses.

### **Headings.**

The section headings used in these Terms are for convenience only and shall be of no legal force or effect.

### **Severability.**

If any provision of these Terms of Use is held invalid by a court of competent jurisdiction, it will not affect the enforceability of any other provisions in these Terms of Use, and the remaining portions of these Terms of Use will continue in full force and effect.

**Contact.** Mercado Design Build Studio is located in **Phoenix, Arizona**, If you have questions about these Terms of Use, you may contact Fernando Mercado by:

Email at [office@mercadodesignbuild.com](mailto:office@mercadodesignbuild.com)

### **Changes to Terms of Use.**

We may modify any of these Terms and/or our Privacy Policy and Website Disclaimer at any time at our sole discretion. We will notify you of such change by posting the modified Terms or Policy on the Website. We have no obligation to send you any other form of notice. Any changes to these Terms of Use our Privacy Policy, or our Website Disclaimer will be effective immediately when posted on our Website. We suggest you visit and review this section of our Website from time to time to stay up to date with our Terms and Policies. Your use of the Website will be deemed as your acceptance of these terms.