**ENGINEERED FLOORS, LLC**

**Website Terms of Use**

**Last Modified**: June 2021

# Acceptance of the Terms of Use

These Website Terms of Use are entered into by and between any user or visitor (“**you**”) and Engineered Floors, LLC (“**Company**,” “**we**,” “**our**,” or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms of Use**”), govern your access to and use of the following websites owned and/or operated by the Company: [www.engineeredfloors.com](http://www.engineeredfloors.com), [www.engineeredfloorsllc.com](http://www.engineeredfloorsllc.com), [www.engineeredfloorscommercial.com](http://www.engineeredfloorscommercial.com), [www.efcontractflooring.com](http://www.efcontractflooring.com), [www.efsales.com](http://www.efsales.com), [www.jjflooringgroup.com](http://www.jjflooringgroup.com), [www.efcarpetmart.com](http://www.efcarpetmart.com), [www.dwrewards.com](http://www.dwrewards.com), [www.myefmarketing.com](http://www.myefmarketing.com), and [www.efmarket.store](file:///%5C%5Cnetwork.local%5Cshare%5CHomedir%5Caalled760%5CDocuments%5CCompany%20info%5CCompany%20Documents%5Cwww.efmarket.store) or any other website owned and/or operated by the Company and including any content, functionality and services offered thereon or through any of them (collectively, the “**Website**”), whether as a guest visiting the Website for education, information, or other communication, or as a registered user of our online ordering and payment system for our customers.

Please read these Terms of Use before using the Website. By using, accessing, or visiting the Website, or by clicking “I accept” or “I agree” to these Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our [Privacy Policy](https://www.engfloors.info/Privacy%20Policy.pdf) (the “**Privacy Policy**”), WHICH IS incorporated herein by reference. If you do not understand or agree to these Terms of Use or the Privacy Policy, you must not visit, access, or use the Website.

The Website is offered from and made available in the United States to our users who are our customers, and other visitors of the Website for product information purposes who are 18 years of age or older. By using the Website, you represent and warrant that you are of legal age and have the authority to form a binding contract with the Company and meet the foregoing eligibility requirements. If you do not meet all of these requirements, you must not visit, access, or use the Website. The Company does not have any physical retail locations and no consumer purchases of products are available through the Website. Any and all purchases of our products may only be made by our licensed third-party resellers.

# Changes to the Terms of Use

We may revise, update and/or replace these Terms of Use at any time and from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. Your continued use of the Website, or your clicking “I Accept” or “I Agree” to these Terms of Use when this option is made available to you, following the posting of any changes or revisions to these Terms of Use, means that you accept and agree to the changes. You are expected to check this page each time you access the Website so that you are aware of any changes, as they are binding on you.

# Accessing the Website and Account Security

We reserve the right to withdraw or amend the Website and any service, or any information, material, content, brand, or product we provide on or through the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to visitors, or otherusers, including any customers that are registered users.

You are responsible for both:

* Making all arrangements necessary for you to have access to the Website;
* Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with the Website or otherwise, including, but not limited to, through the use of any interactive features on the Website and the Online Ordering and Payment System, is governed by our [Privacy Policy](https://www.engfloors.info/Privacy%20Policy.pdf) and you consent to all actions we take with respect to your information consistent with our [Privacy Policy](https://www.engfloors.info/Privacy%20Policy.pdf).

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

# Intellectual Property Rights

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, sound, logos, trademarks (whether or not registered), service marks, or graphics and the design, selection and arrangement thereof) are owned by the Company, its affiliates, licensors, or the Company has the legal right to use it and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, business, or non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

* Your computer may temporarily download and store copies of such materials incidental to your accessing and viewing those materials;
* You may store files that are automatically cached by your internet browser for display enhancement purposes;
* You may print or download one copy of a reasonable number of pages of the Website for your own personal, business, or non-commercial use and not for further reproduction, publication, or distribution;
* If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, business, or non-commercial use, provided you agree to be bound by our end user license agreement for such applications; and
* If we provide social media featureswith certain content, you may take such actions as are enabled by such features.

You must not:

* Make additional copies or modify copies of any information, content or other materials from the Website;
* Use any illustrations, photographs, images, video or audio sequences, or any graphics separately from the accompanying text;
* Use, copy, reproduce, republish, upload, post, transmit, distribute or modify logos, trademarks or service marks in any way without the Company’s prior written permission;
* Use any trademarks on any other website or using any trademarks as a “link” on or from any other website unless prior written permission is obtained; or
* Delete or alter any copyright, trademark, logo or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website, unless otherwise expressly agreed to in writing by the Company.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: questions@engineeredfloors.com

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of these Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

# Trademarks

The Company name, brands, trademarks, logo and all related names, logos, product and service names, designs and slogans are trademarks, whether registered or unregistered, of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on the Website are the trademarks of their respective owners.

# Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

* In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries);
* For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
* To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the content standards (described below) set out in these Terms of Use;
* To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation;
* To impersonate or attempt to impersonate the Company, a Company employee, another user, customer, reseller, or any other person or entity (including, without limitation, by using email addresses or usernames associated with any of the foregoing); or
* To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

* Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website;
* Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
* Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent;
* Use any device, software, or routine that interferes with the proper working of the Website;
* Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
* Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
* Attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or
* Otherwise attempt to interfere with the proper working of the Website.

# User Contributions

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features from time to time (collectively, “**Interactive Services**”) that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, “**post**”) content or materials (collectively, “**User Contribution(s)**”) on or through the Website.

All User Contributions must comply with these Terms of Use. Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that: (a) you own or control all rights in and to the User Contributions and have the right to grant the rights granted above to us and our affiliates and service providers and each of their and our respective licensees, successors and assigns; and (b) all of your User Contributions comply with these Terms of Use. You further understand and acknowledge that you are responsible for any User Contributions you submit or contribute and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

# Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

* Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, inaccurate, untrue, or otherwise objectionable;
* Promote sexually explicit or pornographic material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
* Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person;
* Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy**;**
* Be likely to deceive any person;
* Promote any illegal activity, or advocate, promote or assist any unlawful act;
* Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person;
* Impersonate any person or misrepresent your identity or affiliation with any person or organization;
* Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising; or
* Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

# Monitoring and Enforcement; Termination

We have the right to:

* Remove or refuse to post any User Contributions for any or no reason in our sole discretion;
* Take any other action with respect to any User Contribution that we deem inappropriate in our sole discretion, including if we believe that such User Contribution violates these Terms of Use, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company;
* Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
* Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website; and
* Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. By your using the Website, YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY/ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Website and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

# Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

The Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

# Changes to the Website

We may update the content on the Website from time to time, but its content may not be necessarily complete or up-to-date. Any of the material, content, or information on the Website may be out of date at any given time and we are under no obligation to update such material.

# Information About You and Your Visits to the Website

All information we collect on the Website is subject to our [Privacy Policy](https://www.engfloors.info/Privacy%20Policy.pdf). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

# Online Purchases and Other Terms and Conditions

All purchases through our site or other transactions for the purchase of our goods, made or formed through the Website, or resulting from visits made by you, are governed by our [Standard Terms and Conditions of Sale](https://www.engfloors.info/terms.pdf), which are hereby incorporated into these Terms of Use.

Additional terms and conditions may also apply to specific portions, services or features of the Website or our relationship to you. Whatever the case may be and as applicable, all such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

# Linking to the Website and Social Media Features

You may link to our homepage provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

The Website may provide certain social media features that enable you to:

* Link from your own or certain third-party websites to certain content on the Website;
* Send emails or other communications with certain content, or links to certain content, on the Website; and
* Cause limited portions of content on the Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

* Establish a link from any website that is not owned by you;
* Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking;
* Link to any part of the Website other than the homepage; and
* Otherwise take any action with respect to the materials on the Website that is inconsistent with any other provision of these Terms of Use.

The Website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

# Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

# Geographic Restrictions; Export

We are the owner of the Website and are based in the State of Georgia in the United States. We provide the Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons located in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with all local laws.

You assume all responsibility for compliance with all laws and regulations of the United States and any other country regarding access, use, export, re-export and import of any content appearing on or available through the Website. You acknowledge and agree that you will not export or import any content to any country to which export or import is restricted under United States law, that you are not a national of any such country, you are not a Denied Party listed on the U.S. Denied Persons List, you are not a Special Designated National on the U.S. Treasury Department’s list of Specially Designated Nationals and that the content will not be used in the design, development or production of nuclear, chemical or biological weapons.

# Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OR CONTENT OBTAINED ON OR THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, AS IT RELATES TO THE WEBSITE AND THE INFORMATION, CONTENT OR SERVICES OFFERED ON OR THROUGH THE WEBSITE AND UNLESS AS OTHERWISE PROVIDED BY THE COMPANY, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW NOR DOES IT ALTER ANY WARRANTIES OTHERWISE EXPRESSLY PROVIDED BY THE COMPANY IN WRITING.

# Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT OR ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

# Indemnification

You agree, at your own expense, to indemnify, defend and hold harmless the Company, its affiliates, licensors and service providers and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys’ fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, or in connection with your use of its content, features or functionality.

# Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal court of the United States sitting in Rome, Georgia, or the courts of the State of Georgia located in the City of Dalton and County of Whitfield, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

# Arbitration

At our sole discretion, we may require you to submit any disputes arising from these Terms of Use or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, accessibility, non-performance or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association, applying Georgia law.

# Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

# Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms of Use will continue in full force and effect.

# Entire Agreement

These Terms of Use and our [Privacy Policy](https://www.engfloors.info/Privacy%20Policy.pdf), [Privacy Policy for California Residents](https://www.engfloors.info/Privacy%20Policy%20for%20California.pdf) and [Standard Terms and Conditions of Sale](https://www.engfloors.info/terms.pdf) constitute the sole and entire agreement between you and Engineered Floors, LLC regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding the Website.

# Reservation of Rights

Any rights not expressly granted herein are reserved.

# Accessibility Statement

We strive to maximize access to the Website for persons with disabilities. We’re continually working to make the Website more accessible for customers and visitors. Where possible, content provided on the Website strives to meet level AA Standards of the Web Content Accessibility Guidelines (WCAG 2.0). We have a dedicated team working with third-party consultants to test and make regular updates and continued improvements. If you would like to request accessibility-related assistance, report any accessibility problems, or request any information in accessible alternative formats, please contact us using the information below.

# Contact

The Website is operated by Engineered Floors, LLC. All feedback, comments, requests for technical support and other communications relating to the Website should be directed to: questions@engineeredfloors.com