

By using our site, you are agreeing to comply with and be bound by the following terms of use. Please review the following terms carefully. If you do not agree to these terms, you should not use this site. The term “Elevation” or “us” or “we” or “our” refers to Elevation Land Solutions, the owner of the website. The term “you” refers to the user or viewer of our website.

Acceptance of Agreement

You agree to the terms and conditions outlined in this Terms of Use Agreement (Agreement) with respect to our site (the Site). This Agreement constitutes the entire agreement between us and you and supersedes all prior agreements, representations, warranties, and understandings related to the Site, the content, products, or services provided through the Site. We may amend this Agreement at any time without specific notice to you. The latest version of the Agreement will be posted on the Site, and you should review this Agreement before using the Site.

Copyright

The content, organization, graphics, design, and other materials related to the Site are protected under applicable copyright laws, trademarks, and proprietary rights. Any copying, redistribution, or publication of any part of the Site without our explicit permission is strictly prohibited. You do not acquire any ownership rights to any content or materials viewed through the Site.

Service Marks

Elevation Land Solutions and related names are our service marks or trademarks. Other product and company names mentioned on the Site may be trademarks of their respective owners.

Restrictions on Use

Your license to access and use the Site and any materials or documents is subject to the following restrictions:

- ◆ You may not republish, distribute, sell, or transmit any part of the Site or its content.
- ◆ You may not use the Site for commercial purposes that involve reselling or redistributing its content.
- ◆ You may not modify or create derivative works from any content on the Site.
- ◆ You may not use the Site to infringe on any copyright, intellectual property, or proprietary rights.
- ◆ You may not remove, alter, or obscure any copyright or proprietary notices.
- ◆ You may not use the Site for any unauthorized gathering of personal information or for any activity that violates applicable laws.

Forms, Agreements & Documents

We may make sample forms, checklists, and legal documents available through the Site. These documents are provided on a non-exclusive basis and are offered "as-is," without warranties as to their suitability or accuracy. The documents may not be applicable to your specific situation, and you should seek legal advice to ensure the proper use of such documents.

Linking to the Site

You may link to the Site, if you do not remove or obscure any copyright notice and that your site does not engage in illegal or inappropriate activities. We reserve the right to request that you discontinue linking to our Site at any time.

Errors, Corrections, and Changes

We do not guarantee that the Site will be error-free or that defects will be corrected. We may make changes to the content, features, or functionality of the Site at any time without notice.

Third-Party Content

The Site may include links to third-party websites. We are not responsible for and do not endorse the content, accuracy, or reliability of any information on third-party sites.

Unlawful Activity

We reserve the right to investigate complaints or reported violations of this Agreement. We may take any action we deem necessary, including reporting any suspected unlawful activity to law enforcement authorities.

Indemnification

You agree to indemnify and hold us, our partners, officers, employees, and agents harmless from any liability, loss, or claim arising from your violation of this Agreement or use of the Site.

Nontransferable

Your right to use the Site is not transferable. Any password or access granted to you is not transferable.

Disclaimer

The information, content, and services on the Site are provided "as is" and without warranties of any kind, either express or implied. We disclaim all warranties, including warranties of merchantability and fitness for a particular purpose. We do not guarantee that the Site will be free of errors, viruses, or harmful components.

Limitation of Liability

We are not liable for any damages resulting from your use of the Site, including direct, indirect, incidental, or consequential damages. Our liability in any case is limited to \$100.

Use of Information

We reserve the right to use and assign all information provided by you in any manner consistent with our Privacy Policy. Any ideas, suggestions, or submissions provided by you become our property and may be used without compensation.

Privacy Policy

Our Privacy Policy is part of this Agreement and should be reviewed carefully. Any personal data collected is handled in accordance with our Privacy Policy.

Copyrights and Copyright Agents

If you believe that any content on the Site infringes on your copyrights, please contact our Copyright Agent at info@elevationlandsolutions.com.

Miscellaneous

This Agreement is governed by the laws of [State]. Any disputes or legal actions arising from your use of the Site must be filed within one year from the date the issue arose. If any part of this Agreement is found to be unenforceable, the remaining sections remain in effect.

Arbitration

Any legal claim arising from this Agreement or the Site shall be settled by binding arbitration in Houston, Texas. Arbitration will be conducted on an individual basis, and no claims may be consolidated. Each party will bear its share of arbitration fees.

UPDATED OCTOBER 2024