

## **Terms of Use Agreement Between User and Marshall Company Inc.**

Welcome to MarshallCompanyInc.com. The MarshallCompanyInc.com website, mobile website, and mobile application(s) (the "Site") are comprised of various web pages, services, and applications owned and operated by Marshall Company. The Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of the Site constitutes your agreement to all such Terms. Please read the Terms carefully and keep a copy of them for your reference.

### **Electronic Communications**

Visiting the Site, sending emails, or submitting information to Marshall Company constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email or on the Site, satisfy any legal requirement that such communications be in writing.

### **Links To and From Third Party Sites**

The Site may contain links to, or may be linked from, other websites, mobile sites, mobile applications, or social media ("Linked Sites"). The Linked Sites are not under the control of Marshall Company and Marshall Company is not responsible for the contents, policies, terms, or privacy of any Linked Sites, including without limitation any link contained in the Linked Sites or any changes or updates to the Linked Sites. Marshall Company provides links to and from the Site as a convenience. The inclusion of any link does not imply endorsement or sponsorship by Marshall Company of the Linked Sites or any association with their operators.

### **Third Party Services**

Certain services made available via the Site are delivered by third party sites, vendors, and organizations. By using any product, service, or functionality originating from the Site, you hereby acknowledge and consent that Marshall Company may share such information and data with any third party with whom Marshall Company has a contractual relationship to provide the requested product, service, or functionality on behalf of the Site's users and customers.

### **Third Party Accounts**

You have the ability to connect your Marshall Company account to third party accounts. By connecting your Marshall Company account to a third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others. If you do not want information about you to be shared in this manner, do not use this feature.

### **Equal Housing Opportunity**

Marshall Company is an equal opportunity home and commercial builder and remodeler. The Site

provides information regarding commercial and home remodeling without discrimination or any other limitation based on race, color, religion, sex, disability, familial status, national origin, or any other protected category as provided for by applicable law.

### **Children**

Marshall Company does not knowingly collect, either online or offline, personal information from persons under the age of 13. If you are under 18, you may use the Site only with the permission of a parent or guardian. If you think we have information about your child who is under 13, please contact us.

### **International Users**

The Site is owned, operated, and administered by Marshall Company from our offices within the United States. Accessing the Site from outside the United States may not be legally permissible by certain persons in certain countries. If you access the Site from a location outside the United States, you do so at your own risk and initiative, and you are responsible for compliance with all applicable local laws. You agree that you will not use the Marshall Company content accessed through the Site in any country or in any manner prohibited by these Terms and any applicable laws or regulations. You also agree that the Site may contain references to products, services, or functionalities that are not available in your location, and Marshall Company will not make such products, services, or functionalities available to you.

### **No Unlawful or Prohibited Use**

You are granted a non-exclusive, non-transferable, revocable license to access and use the Site strictly in accordance with these Terms. As a condition of your use of the Site, you warrant to Marshall Company that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not use the Site for any commercial purposes other than those with Marshall Company for which it is provided. You may not collect or store personal data about other users. You may not post or upload information to the Site that is unlawful, tortious, obscene, abusive, harassing, defamatory, violative of another person's privacy, embarrassing, or violative of applicable intellectual property laws. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

By submitting, posting, or uploading content on or through the Site, you warrant that you own the content and otherwise have the right to submit, post, or upload it. You grant Marshall Company a limited, non-exclusive, worldwide, sub-licensable, fully-paid, royalty free license to use, modify, display, perform, reproduce, and distribute such content without the requirement to seek your permission or make a payment to you. You continue to maintain ownership rights to your content,

subject to these Terms and the license described herein. You also agree that Marshall Company may use your content to develop future products, services, proposals, and initiatives without attribution or obligation to you.

### **Intellectual Property**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Marshall Company as a result of the Terms or use of the Site. All content included as part of the Site, such as text, graphics, logos, images, renditions, and floor plans, as well as the compilation thereof, and any software used on the Site, is the property of Marshall Company or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends, or other restrictions and will not make any changes thereto or copies thereof without the express written permission of Marshall Company.

Marshall Company content is not for resale. You will not modify, publish, transmit, reverse engineer, participate in the transfer for sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You may use protected content solely for your personal use and will make no other use of the content without the express written permission of Marshall Company and the copyright owner(s). You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Marshall Company or our licensors, except as expressly authorized by these Terms.

You agree that if you misuse Marshall Company's intellectual property in violation of these Terms, you may be subject to legal remedies and you will be responsible for any damages, losses, penalties, attorneys' fees, and costs Marshall Company incurs as a result of your misuse.

### **Privacy Policy**

You agree that your use of the Site is subject to the terms and conditions of Marshall Company's Privacy Policy, which is full incorporated herein. To view our online Privacy Policy, please review on [MarshallCompanyInc.com](http://MarshallCompanyInc.com).

### **Indemnification**

You agree to indemnify, defend, and hold harmless Marshall Company, its officers, directors, employees, agents, and third parties, for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or its services, any user content made or submitted by you, your violation of these Terms, your violation of

any rights of a third party, or your violation of any applicable laws, rules, or regulations. Marshall Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Marshall Company in asserting any available defenses.

### **Legal Compliance**

Marshall Company's performance of the Terms is subject to existing laws and legal process, and nothing contained in the Terms is in derogation of Marshall Company's obligation to comply with governmental, judicial, and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Marshall Company with respect to such use.

### **Termination/Access Restriction**

You agree that you have no ownership rights in Marshall Company or the Site, nor do you have a right to use the Site. Marshall Company reserves the right, in its sole discretion, to terminate or restrict your access to the Site and related products, services, and functionalities, or any part thereof, at any time, with or without notice. Marshall Company further reserves the right, in its sole discretion, to delete or otherwise destroy any content submitted, posted, or uploaded to the Site or sent via other electronic communication, or any part thereof, at any time, with or without notice.

### **Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS, MAY BE UNAVAILABLE DUE TO SERVICE INTERRUPTIONS, AND MAY CHANGE AT ANY TIME WITHOUT NOTICE. MARSHALL COMPANY AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. MARSHALL COMPANY AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Marshall Company AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, DATA, OR PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE

DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, DOWNLOADED FROM THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF Marshall Company OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

### **Law and Jurisdiction**

To the maximum extent permitted by law, this agreement is governed by the laws of the State of Texas and you hereby consent to the exclusive jurisdiction and venue of courts in Texas in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

### **Entire Agreement**

Unless otherwise specified herein, the Terms constitute the entire agreement between you and Marshall Company with respect to the Site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and Marshall Company with respect to the Site. A printed version of the Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Severability**

If any part of the Terms is determined to be invalid or unenforceable pursuant to applicable law, including but not limited to the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed severable and superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Terms shall continue in full force and effect.

### **Changes to Terms**

Marshall Company reserves the right, in its sole discretion, to change the Terms under which the Site is offered. The most current version of the Terms will supersede all previous versions. Your use

of the Site after changes to the Terms are posted constitutes your agreement to those changes. Marshall Company encourages you to periodically review the Terms to stay informed of any updates.

### **Contact Us**

Marshall Company welcomes your questions or comments regarding the Privacy Policy. Please contact us at:

Marshall Company Inc.,  
Plains Capital Building  
500 N. Shoreline Blvd  
Suite 901  
Corpus Christi, TX 78401  
Telephone: (361) 883 4369  
E-mail: [office@MarshallCompanyInc.com](mailto:office@MarshallCompanyInc.com)

Effective Date:

These Terms of Use became effective as of June 2020.