

General Website Terms of Service

These terms and conditions apply to the use of the website and apply to anyone viewing the website, including both FurnishWEB clients and non-client visitors. Use of FurnishWEB and other products and services will be governed by separate terms and conditions, which will supercede these terms to the extent in conflict.

By utilizing this website and by participating in the website's services, you agree to comply with these Terms of Service. If you do not agree to these terms please cease all use of the website.

Use of the Website. You agree that your use of the website and any services or information provided through the website will be proper and consistent with the intended use of the website and its services. You will not use our website or our services for any illegal or unauthorized purposes. You will not violate any laws in your jurisdiction in your use of the website or of its services, including the copyright and consumer laws.

Privacy Policy. We have adopted a privacy policy which applies to all use of the website and is available through a link on the website.

Modifications. We reserve the right to modify, suspend, or discontinue the website or the services on the website at anytime without notice. We are not liable to you or any third party for the results of any modification, price change, suspension or discontinuance of the service.

Copyright and Ownership of Intellectual Property. All right, title and interest in and to the website and the services provided on the website remain our exclusive property. We maintain trademark rights in the name FurnishWEB, the stylized version of the name and the "F box" logo displayed on the website and service mark rights in the slogan "We put your information to work for you". We claim the protection of all copyright, trademark and other laws of the United States of America and any foreign jurisdiction that may apply to our intellectual property rights. We and our suppliers own the intellectual property rights to any and all components of the website and the services on the website. The technical procedures, processes, methods of operation, artwork, user-interface, documentation, and concepts embodied in the website are trade secrets. You may not copy, modify, adapt, reproduce, distribute, reverse engineer, decompile or disassemble any aspect of the website or the services. We own the subscriber data gathered on our website. You agree that you will not resell, duplicate, reproduce or exploit any part of the website or the services offered on the website without our prior written permission.

No Representations or Warranties. We provide data and other information on the website as we determine helpful to those who may be viewing the website, but we do not guarantee the accuracy or completeness of any data or other information provided, and undertake no obligation to maintain such data or other information as up to date. You should rely on your own investigation to verify the accuracy or completeness of any data or other information you may see on the website.

LIMITATION OF LIABILITY. WE ARE NOT LIABLE IN ANY WAY TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL OUR AGREGGATE LIABILITY FOR ANY CLAIMS ARISING HEREUNDER EXCEED THE AMOUNT PAID BY YOU TO USE THE WEBSITE OR THE SERVICES PROVIDED ON THE WEBSITE.

Indemnity. You agree to indemnify, defend, and hold harmless, us, our officers, directors, employees and agents from and against any claims, liabilities, damages, losses and expenses, including without limitation, reasonable legal and accounting fees, arising out of or in any way connected to (a) your use, access or affiliation with the website or the services provided on the website or (b) your violation of these Terms of Service.

Controlling Law and Jurisdiction. These Terms of Service and any action related thereto will be governed by the laws of the Commonwealth of Virginia without regard to its conflict of law provisions. The exclusive jurisdiction and venue of any action with respect to these Terms of Service will be the state and federal courts of the United States of America and the Commonwealth of Virginia located in the City of Roanoke, Virginia. You waive any objection to such jurisdiction and venue.

Amendments. We reserve the right to update and modify these Terms of Services at any time without notice. If you continue to use this website after such modifications, you will be deemed to have consented to the modifications.



Terms of Service

Severability. In the event that any provisions of these Terms of Service are held to be unenforceable, the remaining provisions of these Terms of Services will remain in full force and effect.

Miscellaneous. We provide our website and its services, "as is." Your use of the website and its services is at your own risk. We make no guarantees regarding your ability or the ability of your invited users to use the website and the services offered on the website or your satisfaction with the website or the services offered on the website. We make no guarantee that the website and the services offered on the website will be available at all times uninterrupted and error-free, that all mathematical calculations will be accurate, or that bugs developed in the website or the services can or will be corrected.

Any questions about the website or these Terms of Service should be sent to info@FurnishWEB.com.