

AsForMeAndMyHouse.net

Terms & Conditions

Copyright

This website, the entire content and product designs included hereunder, are protected by the copyright laws of the United States and other copyright laws. These materials are the property of As For Me And My House, Inc. COPYRIGHT, 2004 AS FOR ME AND MY HOUSE, INC. - ALL RIGHTS RESERVED. Permission is granted to electronically copy and print hard copy portions of this site for the sole purpose of placing an order or purchasing products. Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of this site or product designs is strictly prohibited. You further agree not to change or delete any proprietary notices from materials downloaded from the site.

Warranty Disclaimer

This site and the materials and products on this site are provided "AS IS" and without warranties, whether express or implied. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, AS FOR ME AND MY HOUSE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. There are no representations or warranties that the functions contained in the site will be uninterrupted or error-free, that the defects will be corrected, or that this site or the server that makes the site available are free of viruses or other harmful components. There are no warranties or representations regarding the use of the materials in this site in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

Limitation of Liability

As For Me And My House shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this site or the performance of the products, even if As For Me And My House has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Typographical Errors

In the event that a product is mistakenly listed at an incorrect price, As For Me And My House reserves the right to refuse or cancel any orders placed for product listed at the incorrect price. As For Me And My House reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, As For Me And My House shall issue a credit to your credit card account in the amount of the incorrect price.

Term and Termination

These terms and conditions, or any part of them, may be terminated by As For Me And My House without notice at any time, for any reason. The provisions relating to Copyrights,

Disclaimer, Limitation of Liability, Indemnification and Miscellaneous, shall survive any termination.

Miscellaneous

Your use of this site shall be governed in all respects by the laws of the State of South Carolina, U.S.A., without regard to choice of law provisions. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this site (including but not limited to the purchase of As For Me And My House products) shall be in the state or federal courts located in Georgetown or Charleston County, South Carolina. Any cause of action or claim you may have with respect to the site (including but not limited to the purchase of As For Me And My House products) must be commenced within one (1) year after the claim or cause of action arises. As For Me And My House's failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. As For Me And My House may assign its rights and duties under this Agreement to any party at any time without notice to you.

Use of Site

Harassment in any manner or form on the site, including via e-mail, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including an As For Me And My House or other licensed employee, host, or representative, as well as other members or visitors on the site is prohibited. You may not upload to, distribute, or otherwise publish through the site any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any law.

Indemnification

You agree to indemnify, defend, and hold harmless As For Me And My House, its officers, directors, employees, agents, licensors and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your account.