# Website Disclaimer



PREPARED FOR
[Website User]

PREPARED BY BK Demolition and Removal

# Website Disclaimer

Effective as of 4-4-2025,

BK Demolition and Removal (hereinafter referred to as the **"Company"**) has updated terms applicable to the use of their website (hereinafter referred to as the **"Website"**). Their Website shall refer to https://www.bkdemolitionandremoval.com that links to these Terms of Use (hereinafter referred to as the **"Terms"**).

The Website is provided to you subject to these Terms, which may be periodically revised as specified herein. By accessing and using the Website, you accept and agree to be bound by these Terms and the Company's Privacy Policy. If you disagree with these Terms, you must not access or use the Website. Further, when accessing the Website, you shall adhere to any posted guidelines or rules applicable to the Website, which may be posted and modified occasionally. All such guidelines or rules are hereby incorporated with respect to these Terms.

#### **CHANGES IN TERMS OF USE.**

These Terms, or any part thereof, may be amended by us at any time, and such modifications, additions, or deletions will be effective immediately upon posting. By continuing to use the Website after these changes are posted, you agree to accept such modifications, additions, or deletions.

# CHANGES TO THE WEBSITE.

Any aspect, service, or feature of the Website may be changed or discontinued at any time. These aspects shall include, but are not limited to, content, availability, and equipment required for access or use.

## INTELLECTUAL PROPERTY RIGHTS.

All texts, graphics, photographs, trademarks, logos, icons, user interfaces, sounds, music, videos, artwork, software, and computer code (collectively referred to as the **"Content"**), including but not limited to layout, design, structure, color scheme, selection, combination and arrangement of the Content present on the Website is owned by or licensed to us. Such Content is protected by copyright, trademark, trade dress, other intellectual property, and unfair competition laws.

## LIMITATION OF LIABILITY.

Except for your liability for payment of fees and indemnification obligations, each party's aggregate liability will be limited to the total amounts you have actually paid to the Company in the twelve months immediately preceding the event giving rise to a claim. The Company is not responsible for and expressly denies any liability with respect to all third-party products that you use. In no event shall either party be liable for any indirect, incidental, punitive, or consequential damages or loss of profits, revenue, data, or business opportunities. This section does not apply to a party violating the other party's intellectual property rights.

#### INDEMNIFICATION.

You agree to defend, indemnify, and hold harmless the Company, its affiliates, and their respective directors, officers, employees, and agents from and against all third-party claims and expenses, including attorneys' fees, arising from your use of the Website.

#### **TERMINATION.**

We may terminate or suspend these Terms at any time without notifying you. Without limiting the foregoing, we shall have the right to immediately terminate your access to the Website in the event of any conduct by you which we, in our sole discretion, consider as unacceptable or in the event of any breach by you of these Terms.

#### **GOVERNING LAW.**

These Terms of Service shall be governed and construed in accordance with the laws of Michigan.

#### **ENTIRE AGREEMENT.**

These Terms and any operating rules for the Website established by us constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties with respect to such subject matter. The provisions of these Terms are for the benefit of the Company, its affiliates, and its third-party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.

#### WAIVER.

No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

# SEVERABILITY.

If any part of these Terms is found by a court of competent jurisdiction to be invalid or unenforceable, it will be replaced with language reflecting the original purpose in a valid and enforceable manner. The enforceable sections of these Terms will remain binding upon the parties.