

# Terms and Conditions

Effective Date: 02/14/2025

## Welcome to David Fry Home Services!

These Terms and Conditions ("Terms") govern your use of our website located at [www.davidfryhomeservicesllc.com](http://www.davidfryhomeservicesllc.com) ("the website"). By accessing or using the website, you agree to comply with and be bound by these Terms. If you do not agree to these Terms, please do not use the website.

### **1. Use of the Website**

You agree to use the website for lawful purposes only and in a way that does not infringe on the rights of, restrict, or inhibit anyone else's use and enjoyment of the website.

### **2. Cookies**

This website uses cookies to enhance your experience. Cookies are small data files stored on your device to help us improve website performance and functionality. You can manage or disable cookies through your browser settings, but please note that this may affect your experience on the website.

### **3. Intellectual Property**

All content, including text, images, graphics, logos, designs, and other materials on this website, are the property of David Fry Home Services and are protected by copyright laws. You are not authorized to use, copy, reproduce, distribute, or display any content from this website without prior written permission from David Fry Home Services.

### **4. Acceptable Use**

By using the website, you agree to comply with all applicable laws and regulations and to use the website in a manner that does not infringe on the rights of others. You agree not to use the website in any way that could harm, disable, overburden, or impair the website or interfere with another user's ability to access and use the website. Specifically, you are prohibited from engaging in fraudulent activities, attempting to gain unauthorized access to any portion of the website or its systems, or using automated software tools, such as bots or scrapers, to extract data or content without permission. Additionally, you are prohibited from posting, transmitting, or distributing any content that is illegal, harmful, defamatory, abusive, or otherwise offensive. You must also refrain from using the website in any way that violates the privacy or legal rights of others or engages in unlawful activities. We reserve the right to remove any content that violates these terms and to suspend or terminate your access to the website if you engage in any prohibited activities.

## **5. Termination**

We reserve the right to suspend or terminate your access to the website at any time, without notice, for any reason, including if you violate these Terms and Conditions.

## **6. Contact Form and Communication**

When you submit the contact form on this website, you agree that the information you provide will be used to respond to your inquiry or request. We may store and process your personal data in accordance with our Privacy Policy. By submitting the contact form on this website, you agree to use it only for legitimate inquiries related to our services or business. You are prohibited from using the contact form to send unsolicited messages, or spam content. We reserve the right to block any user or IP address that engages in spamming or other disruptive and harmful behaviors. Any violation of this policy may result in your access to the contact form being restricted or terminated.

## **7. Consultations and Estimates**

Any estimates or consultations provided by David Fry Home Services will be conducted in person. The contact form on this website is for initial inquiries only. The information you submit through the contact form will be used to respond to your inquiry, and any further details or arrangements will occur through external channels (email/phone).

## **8. Photo Use Consent**

By agreeing to any services mentioned on the website, you acknowledge and agree that David Fry Home Services may take photographs and/or videos of the completed work and/or the construction site in process. These images may be used for marketing, promotional, and informational purposes, including but not limited to showcasing on our website, social media accounts, or other future advertising materials. Refer to our Privacy Policy for more information. If you wish for any images featuring your project to be removed, you can request it by contacting us at [d.fryhomeservices@gmail.com](mailto:d.fryhomeservices@gmail.com). We will promptly remove any such materials upon your request.

## **9. Governing Law**

These Terms and Conditions are governed by the laws of the State of North Carolina and the State of South Carolina, as applicable. Any disputes arising out of or relating to these Terms will be resolved in accordance with the laws of North Carolina or South Carolina, and shall be resolved through binding arbitration in the State of North Carolina Or South Carolina, and not in a court of law.

## **10. Force Majeure**

David Fry Home Services shall not be held liable for any delay or failure in performance in mentioned services due to causes beyond its reasonable control, including but not limited to natural disasters, acts of government, or technological disruptions.

## **11. Changes to the Website**

We reserve the right to modify, suspend, or discontinue any part of the website at any time without prior notice. We are not responsible for any loss or damage that may occur as a result of these changes.

## **12. Disclaimer of Warranties**

We also do not guarantee the availability or functionality of the website at all times. We are not responsible for any interruptions or technical issues that may arise. The information and claims provided on this website are for general information and marketing purposes only. Any claims about the nature of our work are meant to reflect our commitment to excellence but are not promises of seamless processes and results. While we strive to ensure its accuracy, David Fry Home Services makes no guarantees or warranties regarding the completeness, accuracy, or timeliness of the content. We want to be transparent that construction projects can be unpredictable, and we are not responsible for any issues that arise from those circumstances. Website conditions, unexpected challenges, and third-party delays or mistakes—can affect the process. By reaching out and agreeing to using our services, you acknowledge and accept that external factors may impact the progress and/or outcome of the project. While we strive for the best possible outcomes, please understand that these factors may lead to differences in the final product or throughout the construction process.

## **13. Limitation of Liability**

David Fry Home Services will not be liable for any damages arising from the use of this website, or any of the services offered mentioned in this website. This includes, but is not limited to, indirect, incidental, special, or consequential damages, or any loss of data, profit, or business opportunity. To the fullest extent permitted by applicable law, David Fry Home Services shall not be liable for any indirect, incidental, special, or consequential damages arising from the use of the website or services, even if David Fry Home Services has been advised of the possibility of such damages.

## **14. Indemnification**

You agree to indemnify, defend, and hold harmless: David Fry Home Services, its affiliates, officers, directors, employees, agents, and partners from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or relating to your use of our website or services, including but not limited to any violation of these Terms, infringement of third-party rights, or unlawful activity. This indemnity obligation will survive termination or suspension of your use of our services.

## **15. Changes to Terms**

David Fry Home Services reserves the right to modify or update these Terms and Conditions at any time. Any changes will be posted on this page, and the effective date will be updated accordingly. Continued use of the website after any changes constitutes your acceptance of the updated terms. Please review this page periodically for any updates.

## **16. Contact Information**

If you have any questions about these Terms and Conditions, please contact us via the contact form on our website or at [d.fryhomeservices@gmail.com](mailto:d.fryhomeservices@gmail.com).

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