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We use your information only as described in our [Privacy Policy](#). For a complete description of how we use and protect your personal information, see the [gobuildalabama.com Privacy Policy](#). If you object to your information being transferred or used in this way, please do not use our Site or our services.

### **Indemnity**

You will indemnify and hold us (and our officers, directors, affiliates, joint ventures, employees, agents and subcontractors), harmless from any claim, suits, demand, liabilities, losses, settlement, judgment, damages, costs and expenses (including reasonable attorneys' fees) made by any third party as a result of or arising out of your (i) breach of these Terms of Use, (ii) breach of the policies on this Site, (iii) use or misuse of the Site, or (iv) violation of any law or the rights of a third party. We shall promptly notify you of such claim and we shall be entitled to participate in the defense of such claim without waiving or reducing any of your obligations to indemnify us or hold us

harmless. You shall also indemnify us for any expenses incurred in enforcing this section.

### **No Agency**

No agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended or created by these Terms of Use. At all times, users shall be independent contractors with ACRI.

### **Notices**

Except as explicitly stated otherwise, legal notices shall be served (in the case of ACRI) on ACRI's registered agent or (in your case) via the Site or to the email address, if any, you provide to gobuildalabama.com. Notice shall be deemed given upon posting or 24 hours after the email is sent. It is your responsibility to update your email address as provided on this Site. ACRI shall have no liability for any undelivered email whether due to malfunctions or undeliverable, blocked or obsolescent email accounts or otherwise. Alternatively, we may, in our discretion, give you legal notice by mail to the physical address, if any, provided to us. In such case, notice shall be deemed given three days after the date of mailing. Notice to ACRI shall be effective upon receipt.

### **Force Majeure**

Under no circumstances shall ACRI be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, internet failures (including, without limitation, denial of service attacks), computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light or air conditioning.

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If any provision of these Terms of Use is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In our sole discretion, we may assign these Terms of Use. Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of these Terms of Use. The terms and commitments contained herein shall not be considered a debt of the State of Alabama in violation of Article II, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of these Terms of Use shall contravene any statute or Constitutional provision

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