

California Automatic Doors LLC (CAD) Terms of Service

Effective Date: 10/24/2024

1. Acceptance of Terms

By accessing or using our website or services, you agree to comply with these Terms of Service and all applicable laws. If you do not agree with these terms, you are prohibited from using this site.

2. Use of Website

You agree to use our website only for lawful purposes. Prohibited actions include but are not limited to:

- Unauthorized access, disruption, or interference with the website or its servers.
- Use of the site for spam, fraudulent, or unlawful content.

3. Services Provided

California Automatic Doors LLC (CAD) offers professional installation, repair, and maintenance services for automatic doors. We guarantee the quality of our services, but we are not liable for damages resulting from misuse, third-party alterations, or failure to follow instructions.

4. Intellectual Property

All content on this website, including text, images, and logos, is the intellectual property of CAD. Unauthorized reproduction or distribution of this content is strictly prohibited without written permission.

5. Warranty and Disclaimers

CAD provides a limited warranty on installations. However, all services and content are provided "as is" without warranties of any kind. CAD is not liable for any incidental, indirect, or consequential damages, including website errors, service delays, or failures.

6. Liability Waiver

Clients waive liability against CAD, Brent Gibson, and Martin Ishkanian for any civil, criminal, or other damages arising from misuse, third-party alterations, or failure to follow instructions. CAD is not responsible for content on third-party websites linked from this site.

7. Payment Terms

Payment is due upon service completion unless otherwise agreed in writing. Late payments may incur additional fees, and CAD reserves the right to suspend services for overdue accounts.

8. User-Generated Content

Any content submitted by users (e.g., reviews) grants CAD the right to use, modify, or publish it. Inappropriate content may be removed at our discretion.

9. Termination of Access

CAD may terminate your access to the website or services if you violate these terms or engage in harmful or unlawful behavior.

10. Indemnification

Clients agree to indemnify CAD, Brent Gibson, Martin Ishkanian, employees, and agents from any claims arising from misuse, violations of law, or disputes involving third parties. Clients also indemnify CAD for damages related to misuse of personal information.

11. Limitation of Liability

Under no circumstances will CAD, Brent Gibson, or Martin Ishkanian be liable for indirect, incidental, or consequential damages, including loss of profits, business interruptions, or loss of data. Personal liability for Brent Gibson and Martin Ishkanian is expressly limited.

12. Bodily Harm and Personal Injury Disclaimer

CAD, Brent Gibson, and Martin Ishkanian are not liable for bodily harm, personal injury, or property damage resulting from the use or misuse of products or services. Clients assume all risks associated with automatic doors and indemnify CAD against such claims.

13. Product Liability Disclaimer

CAD is not liable for defects or failures in third-party products or components used during service. Clients assume responsibility for the use of third-party products, and CAD does not provide warranties for products it does not manufacture.

14. Misuse of Equipment

CAD, Brent Gibson, and Martin Ishkanian are not responsible for damages or injuries resulting from improper or unauthorized use of installed equipment. Clients must use products according to manufacturer guidelines and industry standards.

15. Acts of Clients or Third Parties

CAD is not liable for damages caused by acts, omissions, or negligence by clients or third parties, including failure to maintain the doors or comply with safety regulations.

16. Data Security

CAD takes reasonable steps to protect user data, but cannot guarantee absolute security. CAD is not liable for data breaches or unauthorized access, despite reasonable precautions.

17. Insurance Coverage

CAD maintains general liability insurance for claims related to accidents or damages during service. This insurance is the exclusive remedy for such claims.

18. Dispute Resolution/Arbitration

Any disputes arising from these terms must be resolved through binding arbitration in Florida, waiving the right to a jury trial or class-action lawsuit.

19. Confidentiality

Both parties agree to maintain confidentiality regarding proprietary information shared through interactions or service agreements unless otherwise agreed in writing.

20. Limitation on Claims

All claims or disputes must be filed within 12 months of the incident or occurrence. Claims filed after this period are void.

21. Digital Communications Consent

By using our services, clients consent to receive communications via email, text, or other digital means. Clients can opt-out of marketing communications at any time.

22. Client Responsibilities

Clients are responsible for ensuring their premises are ready for installation or maintenance. CAD is not liable for delays or additional costs due to unpreparedness.

23. Refund Policy

Refunds are provided at CAD's discretion. Cancellations may result in partial refunds, but no refunds will be given once work has commenced.

24. Service Availability

CAD is not responsible for service interruptions or delays due to technical failures or unforeseen issues.

25. No Waiver Clause

Failure to enforce any right or provision of these terms does not constitute a waiver. Waivers are only valid if in writing.

26. Entire Agreement

These terms represent the entire agreement between CAD and the client, superseding any prior communications.

27. Third-Party Liability

CAD is not liable for third-party actions or omissions. Clients assume responsibility for interactions with third-party providers recommended or linked to CAD.

28. Modifications

CAD reserves the right to modify these terms at any time. Continued use of the website or services constitutes acceptance of these modifications.

29. Governing Law

These terms are governed by the laws of Florida, and any legal disputes must be filed in Florida courts.

30. Force Majeure

CAD is not liable for failure to perform services due to events beyond its control, such as natural disasters or government actions.

31. Severability

If any provision of these terms is found unlawful or unenforceable, the remaining provisions remain valid.

32. Contact Information

For inquiries, contact us:

Phone: 352-229-5379

Email: Brent@californiaautomaticdoors.com

Website: CaliforniaAutomaticDoors.com

California Automatic Doors (CAD) Privacy Policy

Effective Date: 10/24/2024

At California Automatic Doors (CAD), we are committed to protecting your privacy and ensuring that your personal information is handled in a safe and responsible manner. This Privacy Policy explains how we collect, use, and protect your information when you visit our website or engage with us for services.

1. Information We Collect

Although we do not take payments through our website, we may collect certain types of information when you interact with us. The information we collect includes:

- **Personal Information:** If you choose to contact us through our website (e.g., via contact forms or email), we may collect personal information such as your name, phone number, email address, and any additional information you provide voluntarily.
- **Non-Personal Information:** We may automatically collect non-personal information about your interaction with our website, such as your IP address, browser type, device type, and how you use the site. This information helps us improve our website and services.

2. How We Use Your Information

The information we collect is used for the following purposes:

- **Responding to Inquiries:** We use the information you provide to respond to your questions, requests for services, or general inquiries about our offerings.
- **Service Delivery:** We may use your contact information to schedule appointments, provide updates on services, or for customer support.
- **Improving Our Services:** Non-personal information helps us analyze website traffic and user behavior, allowing us to improve our website and services.
- **Marketing Communications:** With your consent, we may use your contact information to send newsletters, promotions, or information about new services. You may opt out of these communications at any time by contacting us directly.

3. Information Sharing and Disclosure

We do not sell, trade, or otherwise share your personal information with third parties, except in the following cases:

- **Service Providers:** We may share your information with trusted third-party service providers who assist us in delivering our services. These providers include web hosting services and customer management platforms.
- **Legal Compliance:** We may disclose your information if required to do so by law or in response to a legal request (e.g., subpoena, court order).

4. Data Security

We take reasonable precautions to protect your personal information. While we strive to use commercially acceptable means to protect your personal information, please be aware that no method of transmission over the internet or method of electronic storage is 100% secure. **CAD** cannot guarantee absolute security but ensures we implement the necessary safeguards.

- **QuickBooks Accounting:** For billing and invoicing, we use QuickBooks, a secure, third-party accounting platform. QuickBooks adheres to stringent data security standards and complies with privacy regulations.

5. Cookies and Tracking Technologies

Our website may use cookies and similar tracking technologies to enhance your browsing experience. Cookies are small files stored on your device that help us remember your preferences or analyze site traffic.

Types of Cookies Used:

- **Essential Cookies:** Necessary for the basic functioning of the website.

- **Analytics Cookies:** Help us track how visitors use the site, allowing us to improve its functionality.

Managing Cookies: You can modify your browser settings to block or delete cookies if you prefer. However, please note that some website features may not function properly without cookies.

6. Your Rights and Choices

You have the following rights regarding the personal information we hold about you:

- **Access and Correction:** You may request access to the personal information we hold about you and request corrections if needed.
- **Opt-Out:** You can opt out of receiving marketing communications from us at any time by contacting us at Brent@californiaautomaticdoors.com.
- **Data Deletion:** You may request that we delete any personal information we have collected, subject to certain legal or contractual obligations.

7. Links to Third-Party Websites

Our website may contain links to third-party websites. This Privacy Policy applies only to **CAD's** website, and we are not responsible for the privacy practices or content of third-party sites. We encourage you to review the privacy policies of those websites before providing any personal information.

8. Updates to this Policy

We may update this Privacy Policy from time to time to reflect changes in our practices or legal requirements. Any changes will be posted on this page, and we encourage you to review it periodically.

9. Limitation of Liability

While **CAD** takes reasonable steps to protect your personal data, **California Automatic Doors** and **Brent Gibson** shall not be liable for any indirect, incidental, or consequential damages resulting from the use of our services, website, or in the event of a data breach, unauthorized access, or loss of personal information, despite safeguards in place. We cannot guarantee 100% security of your personal data and recommend users exercise caution.

10. Indemnification

By using our services, you agree to indemnify and hold harmless **California Automatic Doors**, **Brent Gibson**, and our affiliates, employees, and agents from any claims, damages, or liabilities, including legal fees, arising out of your use of our services, violation of these terms, or the misuse of personal data.

11. Contact Us

If you have any questions or concerns about this Privacy Policy or how we handle your information, please contact us:

- **Phone:** 352-229-5379
 - **Email:** Brent@californiaautomaticdoors.com
 - **Website:** CaliforniaAutomaticDoors.com
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California Automatic Doors LLC (CAD) Privacy Policy Effective Date: 10/05/2024

At California Automatic Doors LLC (CAD), we are committed to safeguarding your privacy and ensuring the security of any personal information you provide. This Privacy Policy outlines how we collect, use, and protect your data when you visit our website or engage with our services.

1. Information We Collect

We do not process payments through our website, but we may collect the following information when you interact with us:

Personal Information: When you contact us via our website (e.g., contact forms or email), we may collect personal information such as your name, phone number, email address, and any other details you voluntarily provide.

Non-Personal Information: We may automatically collect non-personal information such as your IP address, browser type, device type, and website usage patterns. This helps us improve our website and services.

2. Use of Collected Information

We use the information collected for:

- **Responding to Inquiries:** Your personal information allows us to answer your queries, provide requested services, and offer customer support.
- **Service Delivery:** We may use your contact details to schedule appointments, provide updates on services, or for general communication.
- **Service Improvement:** Non-personal data helps us analyze website traffic and user behavior, which allows us to improve our website's functionality.

- **Marketing Communications:** With your consent, we may send newsletters, promotions, or updates on new services. You can opt out of these communications at any time by contacting us.

3. Information Sharing and Disclosure

We do not sell, rent, or trade your personal information with third parties. Information may only be shared in the following circumstances:

- **Service Providers:** We may share information with trusted third-party providers (e.g., web hosting or customer management platforms) that assist in delivering our services.
- **Legal Compliance:** We may disclose your information if required by law, such as in response to a subpoena or court order.

4. Data Security

We take reasonable measures to protect your personal information, though no method of online transmission or electronic storage is 100% secure. While we implement safeguards to protect your data, we cannot guarantee absolute security.

For billing and invoicing, we use **QuickBooks**, which complies with industry-standard data security measures.

5. Cookies and Tracking Technologies

Our website may use cookies and similar technologies to enhance your browsing experience. Cookies are small files stored on your device to remember preferences or analyze website traffic.

Types of Cookies:

- **Essential Cookies:** Necessary for website functionality.
- **Analytics Cookies:** Track website usage to help us improve functionality.

You can control cookies through your browser settings, but some features of the website may not function properly without them.

6. Your Rights and Choices

You have certain rights regarding the personal information we hold:

- **Access and Correction:** You may request access to your data and request corrections if necessary.
- **Opt-Out:** You can opt out of receiving marketing emails by contacting us.

- **Data Deletion:** You may request deletion of your personal information, subject to legal or contractual obligations.

7. Third-Party Websites

Our website may contain links to third-party websites. This Privacy Policy only applies to CAD's website. We are not responsible for the privacy practices or content of third-party sites. We encourage you to review the privacy policies of those sites before providing any personal information.

8. Updates to This Policy

We may update this Privacy Policy to reflect changes in our practices or for legal reasons. Any updates will be posted on this page. We encourage you to review this policy periodically.

9. Limitation of Liability

While we take reasonable steps to secure your personal data, California Automatic Doors LLC, Brent Gibson, and our affiliates are not liable for any indirect, incidental, or consequential damages arising from the use of our services, website, or in the event of a data breach or unauthorized access.

10. Indemnification

By using our services, you agree to indemnify and hold harmless California Automatic Doors LLC, Brent Gibson, and our affiliates, employees, and agents from any claims, damages, or liabilities, including legal fees, arising from your use of our services, violation of these terms, or misuse of personal data.

11. Contact Us

For questions or concerns regarding this Privacy Policy or how we handle your information, please contact us:

Phone: 352-229-5379

Email: Brent@californiaautomaticdoors.com

Website: CaliforniaAutomaticDoors.com