

Terms and Conditions

Agreement between User and www.hometowndecking.com

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www.hometowndecking.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.hometowndecking.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

www.hometowndecking.com is an E-Commerce Site.

Displaying business content and provided services

Privacy

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Electronic Communications

Visiting www.hometowndecking.com or sending emails to Hometown Decking constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Children Under Thirteen

Hometown Decking does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.hometowndecking.com only with permission of a parent or guardian.

Links to Third Party Sites/Third Party Services

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www.hometowndecking.com users and customers.

No Unlawful or Prohibited Use/Intellectual Property

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All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Hometown Decking or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

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International Users

The Service is controlled, operated and administered by Hometown Decking from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Hometown Decking Content accessed through www.hometowndecking.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Hometown Decking, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Hometown Decking reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Hometown Decking in asserting any available defenses.

Liability Disclaimer

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Termination/Access Restriction

Hometown Decking reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Texas and you hereby consent to the exclusive jurisdiction and venue of courts in Texas in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give

effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Hometown Decking as a result of this agreement or use of the Site. Hometown Decking's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Hometown Decking's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Hometown Decking with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Hometown Decking with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Hometown Decking with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Hometown Decking reserves the right, in its sole discretion, to change the Terms under which www.hometowndecking.com is offered. The most current version of the Terms will supersede all previous versions. Hometown Decking encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Hometown Decking welcomes your questions or comments regarding the Terms:

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Effective as of August 24, 2023