

Terms of Service

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A. The Terms

1. Acceptance of Terms

Welcome to www.4SeasonsAC.com ("Service" or "Site") owned and operated by Four Seasons Air, Inc. ("Four Seasons Air"). Using the Site in any way, you are agreeing to comply with and be bound by this

Agreement, the [Privacy Policy](#) and Expert Agreement for Experts (collectively "Related Agreements"), and all rules, policies and disclaimers posted on the Site or about which you are notified (collectively "Terms"). **If you do not agree with all the Terms, do not use the Site.** Please review all of the Terms carefully before using the Site.

By using the Site, you (i) agree to be bound by the Terms and (ii) represent that you are over the age of 18 and able to form legally binding contracts.



2. Definitions

In the Terms, "User," "you" and "your" refer to the individual or entity that creates a Four Seasons Air account as a Customer and/or Expert. "Four Seasons Air," "we," "us" and "our" refer to Four Seasons Air. "Customer" refers to the person who asks a question on the Site. "Expert" refers to the person who answers a question on the Site.



3. Electronic Communications and Right to Modify Terms

When you visit Four Seasons Air.com or send us e-mails, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree to provide us with, and maintain in your Four Seasons Air account profile, your current and active email address.

Four Seasons Air may change, revise or modify any of the Terms at any time by posting them on the Site. Changes shall automatically be effective upon posting; provided, however, that material changes to the Terms will be effective thirty (30) days after notice to User, either via email from info@4SeasonsAC.com or AskATechnician@4SeasonsAC.com to your email address on file with Four Seasons Air or via other means including but not limited to a pop-up or banner, message or other conspicuous notice on the Four Seasons Air website. If you specifically agree to the new terms, your agreement will be effective immediately. You agree to make any and all necessary arrangements so that you (and not your spam filter) receive all emails from these email addresses. Your continued use of the Service will signify your acceptance of the changes. If you do not accept the changes, your sole and exclusive remedy is to discontinue using the Site. **The latest Terms will be posted on the Site, and you should always review them prior to using the Site.**



B. The Website

4. Four Seasons Air Is a Venue; Third-Party Content

The Four Seasons Air Site is a venue for informational and educational purposes to allow Customers to ask questions and Experts to answer them. Users of the Site, not Four Seasons Air, provide the content in

Posts (defined below). The Experts determine which questions to answer; Experts may or may not be employees or agents of Four Seasons Air.

Four Seasons Air is not involved in the conversation between Customers and Experts and does not refer Customers to or endorse or recommend particular Experts. You acknowledge that Four Seasons Air cannot and does not edit, modify, filter, screen, monitor, endorse or guarantee the content of Posts. Accordingly, Four Seasons Air is not liable for any acts or omissions of Experts, content in Posts, the ability of Experts to answer questions or the ability of Customers to pay for answers. We cannot ensure that a Customer or Expert will complete a transaction. Notwithstanding the foregoing, Four Seasons Air reserves the right, but is not obligated, to refuse to post or to remove any content.

EMERGENCY QUESTIONS AND CRISIS SITUATIONS should be directed immediately by telephone or in-person to qualified professionals. The Site is not the appropriate venue to deal with such situations.



5. Posts Not Private or Confidential; Anonymity

The Site is an Internet-based forum (akin to a modern version of a radio call-in program) and **information submitted in the content of your questions, answers, requests for information, responses, profiles, signatures, qualifications, comments, and posts in the Expert Forum and other places where Users communicate on the Site (collectively "Posts") is not private or confidential, nor is it protected by attorney-client privilege, and it may be read, collected, and used by others.** For example, search engines may index your questions, answers, and other Posts to allow them to appear in search engine results (e.g. if someone does a search on google.com, your questions, answers, and other Posts on Four Seasons Air.com that relate to the search may appear in the google.com search results list). **To better protect your privacy, use an anonymous user name and do not include information regarding your identity or contact information in your Posts.**



6. Verification; No Reliance on the Term "Expert"

Every Expert on the Site has had at least one credential relevant to the category in which they are answering questions verified by a third-party verification service, unless the Expert is answering questions in a new category that is still being tested by Four Seasons Air on its Launchpad ("lp") site (at www.4SeasonsAC.com). Details regarding the credential(s) verified for each Expert can be found by clicking the "What's This" link next to the "Verified" logo associated with each Expert. Other information about an Expert, not shown as verified, has been provided by the Expert but has not been verified. Use of the term "Expert" by Four Seasons Air and on the Site is only meant to describe Users who answer questions on the Site, and not to guarantee any particular level of expertise of these Experts.

Four Seasons Air may contract with third-parties to perform the verifications described above; Four Seasons Air does not itself verify the credentials of the Experts. The results of the verifications are only as accurate as the information provided to and by the third-party verification services, as of the time of the providing of information to and by the third-party verification services. Four Seasons Air makes efforts to verify, including using a third-party identity verification service, but cannot warrant or guarantee, a User's purported identity; user identification on the Internet is difficult. For these reasons, Four Seasons Air cannot

and does not represent, warrant or guarantee the truthfulness or accuracy of the credentials or identities of and provided by Users including Experts. Four Seasons Air will not be liable for any loss or damage caused by your reliance on any information or content contained in Posts.



7. Information Not Advice; No Client-Professional Relationship

Answers on this Site are to be used for general information purposes only, not as a substitute for in-person evaluation or specific professional advice. Experts in the Legal category will provide only general information about the law, and will not provide legal advice nor propose a specific course of action for a User. By answering questions, Experts do not form attorney-client relationships with Users of the Site. The laws, regulations, other governing authorities, standards, practices and procedures that apply to your particular question may differ depending on your location and information typically discovered through in-person evaluations or visits. Experts in some categories may be licensed, certified, educated, employed by or have experience in only particular jurisdictions.

No professional-client relationships shall be formed on the Site.

Communications on this Site are not confidential and shall not be the subject of any associated privileges. Communications on this Site are limited, do not involve in-person evaluations or visits, and do not include safeguards and procedures typical of in-person evaluations and visits.

Before you can interact with an Expert, you will be required to agree to a Disclaimer reminding you of these and other important provisions of the Terms of Service.



C. Legal Statements

11. Release

Users are responsible for their acts and omissions and content placed on the Site. Because the Four Seasons Air Site is a venue, in the event that you have a dispute with one or more Users, you release Four Seasons Air (and our officers, directors, agents, parents, subsidiaries, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."



12. Proprietary Rights of Content

You acknowledge that Four Seasons Air and its licensors and suppliers own the rights to Four Seasons Air.com and the content displayed on the Site other than Posts. You shall not modify, reverse engineer, decompile, disassemble, or attempt to derive the source code of the www.4SeasonsAC.com website, or

assist any other person or entity in doing so. You acknowledge that all content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained in listings, sponsor advertisements or email-distributed, commercially produced information presented to you by the Service, by Four Seasons Air, Four Seasons Air Users, or Four Seasons Air Advertisers or other content providers, is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. You may not modify, copy, reproduce, republish, upload, post, transmit, or distribute in any way content available through the Service, including code and software for commercial purposes. For permission to use third-party materials appearing on the Site, please contact the copyright owner. You do not acquire ownership rights to any content, document or other materials viewed through the Site. The posting of information or materials on the Site does not constitute a waiver of any right in such information and materials.

You agree that Posts on the Site, materials, ideas, comments and testimonials you submit on the Site or other venues, including but not limited to the Four Seasons Air blogs, the Four Seasons Air page on social sites, to the Site administrator or any employee, officer or agent of Four Seasons Air ("User Content"), will not be considered confidential and may be used by Four Seasons Air, in its sole discretion, without any obligation to compensate for use of or to return any submitted materials. You also agree that Four Seasons Air owns, and has the right to register in its name, trademarks and service marks for any category names that you create on Four Seasons Air, so do not use a category name that you want to reserve for your own benefit. Four Seasons Air may use other trademarks or service marks in lieu of the category names that you create.

You grant to Four Seasons Air a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, sublicensable (through multiple tiers) right to exercise the copyright, publicity, and database rights, including the right to use, reproduce, display, edit, copy, modify, transmit, publicly perform, extract and create derivative works thereof, that you have in your Posts and User Content, in any media now known or not currently known, with respect to any such Posts and other User Content.



13. No Endorsement of Non-Four Seasons Air Entity; No Relationship with Users

Four Seasons Air may endeavor to offer to its Users products and services offered by non-Four Seasons Air entities. Placement of information, logos, links or names of such non-Four Seasons Air entities on the Site does not constitute an endorsement or warranty of these entities, their products or services. You take full responsibility for a decision to visit or patronize any such entity and hold Four Seasons Air harmless from any liability arising from such actions. You further acknowledge that no relationship (such as partnership, agent, joint venturer, or employee) is created between you and Four Seasons Air or between any User (including Customers and Experts) and Four Seasons Air by formation of this Agreement (or any of the Related Agreements) or by your participation on the Site. IT IS THE RESPONSIBILITY OF THE USER TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ANY OPINION, ANSWER OR OTHER CONTENT AVAILABLE THROUGH THE SITE, FROM THIRD PARTIES OR OBTAINED FROM A LINKED SITE. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC OPINION, ANSWER, PRODUCT, SERVICE, OR OTHER CONTENT.



14. Information Control and Storage

We do not control the information provided by Users, which you may find to be offensive, harmful, inaccurate, or deceptive. Please use caution and common sense when using the Site. There are also risks of dealing with underage persons or people acting under false pretenses. Additionally, there may be risks dealing with international trade and foreign nationals. By using this Site, you agree to accept such risks and that Four Seasons Air is not responsible for the acts or omissions of Users on the Site.

The amount of storage space per User is currently limited. You agree that Four Seasons Air is not responsible or liable for the deletion or failure to store content and/or other information.



15. Exclusion of Warranties

FOUR SEASONS AIR SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THIS SITE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THESE TERMS. FOUR SEASONS AIR DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FOUR SEASONS AIR DOES NOT WARRANT OR REPRESENT THAT THE USE OR THE RESULTS OF THE USE OF THE MATERIALS AVAILABLE THROUGH THE SERVICE, FROM THIRD PARTIES OR A LINKED SITE WILL BE CORRECT, ACCURATE, TIMELY, RELIABLE OR OTHERWISE. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

UNDER NO CIRCUMSTANCES WILL FOUR SEASONS AIR BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A USER'S RELIANCE ON INFORMATION OBTAINED THROUGH THE SITE, FROM THIRD PARTIES (SUCH AS EXPERTS OR OTHERS) OR A LINKED SITE, OR USER'S RELIANCE ON ANY PRODUCT OR SERVICE OBTAINED FROM A THIRD PARTY OR A LINKED SITE. USE OF THIS SITE IS AT USERS' SOLE RISK.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FOUR SEASONS AIR OR THROUGH OR FROM FOUR SEASONS AIR SERVICES SHALL CREATE ANY WARRANTY.



16. Limitation of Liabilities

IN NO EVENT SHALL FOUR SEASONS AIR, ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR OUR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, PROFITS, DATA, USE, REVENUE OR OTHER ECONOMIC

ADVANTAGE), ARISING OUT OF OR IN CONNECTION WITH OUR SITE, OUR SERVICES OR THE TERMS BASED ON ANY THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THIS SITE AND THE INFORMATION WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. IN NO EVENT WILL OUR LIABILITY, AND THE LIABILITY OF OUR PARENTS, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE EXCEED THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO FOUR SEASONS AIR IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (B) US\$100. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

You and Four Seasons Air agree that any cause of action arising out of or related to this Service must commence within six (6) months after the cause of action arose (except for causes of action arising out of Users' responsibilities in the Indemnification section below); otherwise, such cause of action is permanently barred.



17. Indemnification

You agree to indemnify and hold Four Seasons Air, any and all parent, subsidiary, and affiliate organizations, officers, directors, agents, shareholders, consultants, employees, successors and assigns harmless from and against all losses, costs, liabilities and expenses including reasonable attorneys' fees, asserted by any third party that are in any way due to or arising out of your use of or conduct on the Site.



18. Press Releases and Third-Party Press About Four Seasons Air

The Site may contain press releases and other information about Four Seasons Air. While this information was believed to be accurate as of the date prepared, we disclaim any duty or obligation to update this information or any press releases. Information about companies other than ours contained in the press release or otherwise, should not be relied upon as being provided or endorsed by Four Seasons Air. Likewise, third-party press about Four Seasons Air or the Site should not be relied upon as being provided or endorsed by Four Seasons Air.



19. Agreement; Assignment; Miscellaneous

The Terms constitute the complete and exclusive statement of the Agreement between you and us. It supersedes any and all prior or contemporaneous agreement, oral or written, and any other communications, representations, warranties and understanding relating to the subject matter of the Terms. If there is a conflict between an oral or written representation of any Four Seasons Air' employee or agent and the Terms (other than modifications to the Terms executed in writing by the CEO or authorized-in-fact representative of Four Seasons Air), the Terms will prevail. To the extent the Terms are in conflict or

inconsistent with one another, the Terms of Service and Privacy Policy will prevail for Customers, and the Expert Agreement and Privacy Policy will prevail for Experts, over other Terms of the Site; also, this Agreement, Related Agreements and disclaimers will prevail over FAQs, and other rules and policies on the Site. If any provision(s) of the Terms is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties and the other provisions shall remain in full force and effect. Four Seasons Air's failure to exercise or enforce any of the Terms shall not constitute a waiver of Four Seasons Air's right to exercise or enforce the Terms as to the same or another instance. Headings in this and Related Agreements are for purposes of reference only and shall not limit or otherwise affect the meaning of the Terms.

You agree that Four Seasons Air may assign the Terms to any other entity of its choosing, with or without notice to you. You may not assign the Terms to any other party for many reasons, including but not limited to because your interaction with other users of the Site the pricing offered, and fraud mechanisms in place, are based upon individual usage. Four Seasons Air shall not be deemed to have waived any of its rights or remedies unless such waiver is in writing and signed by Four Seasons Air. No delay or omission on the part of Four Seasons Air in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies on future occasions. The section titles in the Terms are solely used for the convenience of the parties and have no legal or contractual significance.