

TERMS AND CONDITIONS, PRIVACY POLICY, and COOKIES POLICY

TERMS AND CONDITIONS

LAST UPDATED: August 22, 2023

Terms and Conditions

Our website (“**Website**”) is operated by HAZELRIGS ARCHITECTURE & DESIGN, PLLC (“**we**,” “**us**”). Your use of the Website is governed by these Terms and Conditions (these “**Terms**”) which form a legally binding agreement between You and Us, regardless of how you access the Website (including through the Internet, through a mobile network, or through other means).

1. Acceptance of Terms. If you use this Website, you are agreeing to these Terms and to any additional rules and guidelines posted on the Website. We may change these Terms from time to time; these changes will be posted on the Website. You can see the date that we last changed these Terms where it says “*LAST UPDATED*” above. If you use the Website after we change these Terms, that means you accept those changes. We may change or discontinue all or part of the Website at any time; refuse to provide any user with access to the Website; charge, modify, or waive fees required to use the Website; or offer opportunities to some or all Website users.

2. Jurisdiction. The Website is operated from Burien, Washington in the United States. It is not intended to be subject to non-U.S. jurisdiction or laws. The Website may not be appropriate or available for use in some countries outside of the United States. If you use the Website, it is at your own risk, and you are responsible for complying with all local laws, rules, and regulations. We may limit the Website’s availability at any time and in our sole discretion.

3. Description of the Services. We provide general information about our architecture firm and our services to users of this Website including: (a) profiles of our professionals, (b) descriptions of the services we offer, (c) articles and information about events and other similar content, and (d) services such as links to third-party websites and registration links (collectively, the “**Services**”). ALTHOUGH THE WEBSITE PROVIDES GENERAL INFORMATION ABOUT ARCHITECTURAL MATTERS, IT IS NOT PROFESSIONAL ADVICE ABOUT ANY SPECIFIC ARCHITECTURAL ISSUE. YOUR USE OF THE WEBSITE DOES NOT CREATE A PROFESSIONAL RELATIONSHIP WITH US. Information presented on this Website as well as email or other communications sent through this Website do not create a professional relationship, and any such email or communication will not be treated as confidential. You should not act on information included on this Website without seeking appropriate professional assistance in your relevant jurisdiction. We expressly disclaim all liability in respect of actions taken or not taken based on information contained on this Website.

4. Information You Submit. If you send information through the Website, it will be subject to our Privacy Policy, which is located at the “**Privacy Policy**”. You agree that all

information you provide is true, accurate, and complete, and you will update such information regularly. If you choose to make any of your personally identifiable or other information publicly available on the Website, you do so at your own risk.

5. Rules of Conduct. If you use the Website you will comply with all applicable laws, rules, and regulations. Users of the Website must respect the rights and dignity of others. If you use the Website, you must comply with the rules of conduct in this section. If you do not comply with these rules your access to the Website may be cut off pursuant to Section 12 below. You agree that you will not:

- Use the Website to engage in fraudulent or unlawful acts.
- Through the Website defame, abuse, harass, threaten, or violate the rights of others, including without limitation others' privacy rights.
- Use the Website to collect personally identifiable information about other users of the Website.
- Impersonate anyone or misrepresent your affiliation with any person or entity in connection with the Website.
- State or imply that we endorse any statement that you make.
- Transmit or insert into the Website any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment.
- Disrupt the Website's operation or networks used to make the Website available; or violate any requirements, procedures, policies, or regulations of such networks.
- Limit any other person from using the Website, including by hacking, or defacing any portion of the Website.
- Copy, duplicate, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Website.
- Modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Website.

- Remove any copyright, trademark, or other proprietary rights notice from materials obtained from the Website.
- Retrieve, “scrape,” “data mine,” or otherwise gather Website content without our express prior written consent. However, we grant the operators of public online search engines limited permission to use search retrieval applications to reproduce materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of such materials solely in connection with each operator’s public online search service. We reserve the right to revoke these exceptions either generally or in specific instances.

6. Registration. Some parts of the Website may require registration. We reserve the right to require that you change any user name, password, or other information that you provide during registration. Your user name and password are for your personal use only and should be kept confidential; you are responsible for any use of your user name and password.

7. Accuracy of Information. We attempt to ensure that information on this Website is complete, accurate, and current. Despite our efforts, the information on this Website may occasionally be inaccurate, incomplete, or out of date. We make no representation as to the completeness, accuracy, or correctness of any information on this Website.

8. Proprietary Rights. Our trademarks and service marks include, without limitation, HAZELRIGS ARCHITECTURE & DESIGN, PLLC, HAZELRIGS ARCHITECTURE, and any associated service marks and logos. All trademarks and service marks on the Website not owned by us are the property of their respective owners. You may not use our trademarks and service marks in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Website should be construed as granting any license or right to use any trademarks or service marks without express prior written consent of the owner.

9. Links. The Website provides links to other web sites as a convenience. However, we are not responsible for and do not endorse such external sites. Other sites may link to the Website, and we may block any links to the Website. YOUR USE OF THIRD-PARTY WEBSITES AND RESOURCES IS AT YOUR OWN RISK.

10. Limitations of Liability and Disclaimers. THE WEBSITE AND ALL SERVICES, INFORMATION, AND MATERIALS PROVIDED THROUGH THE WEBSITE ARE PROVIDED TO YOU “AS IS” WITHOUT ANY EXPRESS REPRESENTATIONS OR WARRANTIES OF ANY KIND. WE DISCLAIM ALL STATUTORY OR IMPLIED REPRESENTATIONS, WARRANTIES, TERMS, AND CONDITIONS WITH RESPECT TO THE WEBSITE AND ALL SERVICES, INFORMATION, AND MATERIALS MADE AVAILABLE THROUGH THE WEBSITE, INCLUDING THE REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE. WE MAKE NO REPRESENTATION OR

WARRANTY THAT THE WEBSITE WILL BE ACCURATE, COMPLETE, OR ERROR-FREE, NOR THAT ANY PARTICULAR SOFTWARE OR HARDWARE WILL BE COMPATIBLE WITH THE WEBSITE. YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO EVALUATE YOUR USE OF THE WEBSITE, AND THAT YOU ASSUME ALL RISKS ASSOCIATED WITH USING THE WEBSITE, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE WEBSITE.

WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND IN CONNECTION WITH THE WEBSITE, NOR FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE WEBSITE, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. WE WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF THE WEBSITE OR FROM ANY INFORMATION OR MATERIALS ON THE WEBSITE. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE WEBSITE IS TO STOP USING THE WEBSITE. OUR MAXIMUM LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO US TO ACCESS AND USE THE WEBSITE.

APPLICABLE LAW MAY NOT ALLOW LIMITATIONS ON CERTAIN IMPLIED WARRANTIES OR EXCLUSIONS OR LIMITATIONS OF CERTAIN DAMAGES. IN THAT CASE, SOLELY TO THE EXTENT THAT SUCH LAW APPLIES TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. IF APPLICABLE LAW PROHIBITS THE LIMITATION OR EXCLUSION OF A PARTY'S LIABILITY WITH RESPECT TO DEATH OR PERSONAL INJURY CAUSED BY SUCH PARTY'S NEGLIGENCE, FRAUD, OR ANY OTHER MATTER, THEN SUCH PARTY'S LIABILITY WILL NOT BE LIMITED OR EXCLUDED TO THE EXTENT OF SUCH PROHIBITION UNDER SUCH APPLICABLE LAW.

Our goal is to keep the Website secure. However, we cannot guarantee the Website's security or that using the Website will be uninterrupted. There is a possibility that the Website could be hacked. If you notice any unauthorized alterations to the Website, please contact us at info@hazelrigsarchitecture.com, and let us know.

11. Indemnity. Unless applicable law provides otherwise, you agree to defend, indemnify, and hold us harmless from and against all claims, losses, costs, and expenses (including attorneys' fees) arising out of (a) your use of, or activities in connection with, the Website or (b) any violation of these Terms by you.

12. Termination. These Terms are effective until terminated. We may, at any time and for any reason, terminate your access to or use of: (a) the Website, (b) your user name and password or (c) any files or information associated with your user name and

password. If we terminate your access to the Website, you will not have the right to bring claims against us with respect to such termination. We shall not be liable for any termination of your access to the Website or to any such information or files, and (except as may be required under applicable law) shall not be required to make such information or files available to you after any such termination. We may take steps that we believe are appropriate to enforce or verify compliance with any part of these Terms (including our right to cooperate with any legal process relating to your use of the Website or any third-party claim that your use of the Website is unlawful or infringes such third party's rights). Sections 2, 3, 7-13, and 18 shall survive any expiration or termination of these Terms.

13. Governing Law; Dispute Resolution. You hereby agree that these Terms (and any claim or dispute arising in connection with these Terms or your use of the Website) is governed by and shall be construed in accordance with the laws of the State of Washington, U.S.A., without regard to its principles of conflicts of law, and you consent to the exclusive jurisdiction of the federal and state courts located in King County, Washington, U.S.A., and waive any jurisdictional, venue, or inconvenient forum objections thereto.

14. Filtering. We want you to know that parental control protections are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at: <http://getnetwise.org/> and <http://onguardonline.gov/>. Please note that we do not endorse any of the products or services listed at these sites.

15. Information or Complaints. If you have any questions regarding the Website, please to contact us via email at info@hazelrigsarchitecture.com. Do not include sensitive information in any email to us. You may also contact us at:

Hazelrigs Architecture & Design, PLLC
126 SW 148th ST STE C100, PMB 199
Burien, WA, 98166-1984

16. Ability to Enter Into This Agreement. If you use the Website, you confirm that you are of legal age to enter into these Terms or, if you are not, that you have obtained parental or guardian consent to enter into these Terms.

17. Contact Us. If you have any questions regarding the meaning of these Terms, please send your questions to info@hazelrigsarchitecture.com. Please do not include sensitive information in any email to us.

18. Miscellaneous. This Agreement does not create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and us. If any provision of these Terms is found to be unenforceable, that provision will not affect the validity and enforceability of any other provision. You may not assign, transfer, or sublicense any or all of your rights or obligations under these Terms without our express prior written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or

default. This Agreement hereby incorporates any additional terms that we post on the Website (including, without limitation, our Privacy Policy) and, except as otherwise expressly stated herein, these Terms are the entire Agreement between you and us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and us relating to such subject matter.

PRIVACY POLICY

Last updated: August 22, 2023

Hazelrigs Architecture & Design, PLLC values your privacy. This Privacy Policy describes how we collect, use and disclose information that we collect through our website at www.hazelrigsarchitecture.com (the “**Website**”) as well as HTML-formatted email messages that we send to you that link to this Privacy Policy. This Privacy Policy may use terms that are defined in our Terms and Conditions located at the “**Terms and Conditions**”.

This Privacy Policy only applies to our online information gathering and dissemination practices in connection with the Website, and does not apply to any of our practices conducted offline.

If you have any questions or comments about the Privacy Policy or our privacy practices, please contact us at info@hazelrigsarchitecture.com.

Your use of the Website means that you agree to be bound by the terms of this Privacy Policy. If you do not agree with any part of this Privacy Policy, do not use the Website.

PERSONAL INFORMATION

What Personal Information Might Be Collected?

“**Personal Information**” is information that identifies you as an individual, such as:

- Name
- Address (including billing and shipping addresses)
- Telephone number
- Email address

How Do We Use Personal Information?

We might use Personal Information to:

- Respond to your requests, such as sending you updates about architectural developments that you request or to register you for events.
- Respond to inquiries that you make to us.
- Send administrative information, for example, information regarding the Website and changes to our Terms and Conditions and other policies.
- Provide services, such as seminars and other events.
- Enhance how we provide services to you, including data analysis, audits, fraud monitoring and prevention, improving or modifying our Website, and identifying usage trends.
- Permit analysis by our third-party service providers that provide services such as website hosting, Website-related consulting and monitoring, data analysis, information technology and related infrastructure, customer service, email delivery, auditing, and other similar services.
- Respond to legal requests under applicable law from government entities.
- Protect our operations, including (a) enforcing the Website's Terms and Conditions; (b) protecting our rights, privacy, safety, or property; and (c) allowing us to pursue available remedies or limit the damages that we may sustain.

OTHER INFORMATION

What Other Information Do We Collect?

We may collect “**Other Information**” that does not reveal your specific identity or does not directly relate to an individual, such as:

- Browser, app, and device information
- Information collected through cookies and other technologies
- Demographic information and other information provided by you
- Aggregated information

How Do We Collect Other Information?

We may collect Other Information in a variety of ways, including:

- **Browser, app or device:** Certain information is collected by most browsers or automatically through your device, such as your Media Access Control (MAC) address, operating system type (iOS, Android, Windows, MacOs, Linux, etc.), screen resolution, operating system name and version, device manufacturer and model, language, and the Internet browser type and version you are using.
- **Using cookies:** Cookies are pieces of information stored directly in the browser that you are using. We may use cookies in connection with the Services. To learn more about how we use cookies, or to opt-out of the collection and use of cookies, please see our [Cookies Policy].
- **Using web beacons and similar technologies:** Web beacons may be used in connection with the Website or in HTML emails to, among other things, track the actions of users of the Website (including email recipients), measure our email usage and prepare statistics about usage of the Website and response rates.
- **IP Address:** Your “**IP Address**” is an Internet address assigned to the device you are using by your Internet Service Provider (ISP). This may be identified and logged automatically in our server log files when you access the Website. Collecting IP Addresses is standard practice and is done automatically by many websites and applications.
- **From you:** Information such as your location, as well as other information, such as your preferred means of communication, is collected when you voluntarily provide this information. Unless combined with Personal Information, this information does not personally identify you or any other user of the Services.
- **By aggregating information:** Aggregated Personal Information does not personally identify you or any other user of the Website.

How Do We Use Other Information?

We may use and disclose Other Information for various purposes, unless restricted under applicable law. If we are required to treat Other Information as Personal Information under applicable law, then we may use it as described in “What Other Information Do We Collect?” section above, as well as for the purposes that we use and disclose Personal Information.

SECURITY

It is our goal to use reasonable measures to protect Personal Information within the Website. However, no online system is guaranteed to be 100% secure. If you have reason to believe that your interaction with us is no longer secure, please immediately

notify us of the problem by contacting us in accordance with the “*Contacting Us*” section below.

CHOICES AND ACCESS

What Choices Do You Have Regarding How We Use Your Personal Information?

You may opt-out of receiving marketing-related emails by following the *unsubscribe* instructions in any such message. Alternatively, you can contact us at info@hazelrigsarchitecture.com. We will try to comply with your request(s) as soon as reasonably possible. If you opt-out of receiving our marketing-related emails, we may still send you important administrative messages.

How Can You Access, Change or Suppress your Personal Information?

At any time, you can ask to review, correct, update, suppress, or otherwise modify any of your Personal Information that you previously provided to us. You can exercise these rights by contacting us by email at info@hazelrigsarchitecture.com. For your protection, we can only implement requests regarding Personal Information associated with the particular email address used to send us a request, and we may need to verify your identity before implementing your request. We will try to comply with your request as soon as reasonably possible.

RETENTION PERIOD

We retain Personal Information for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law.

USE OF SERVICES BY MINORS

The Website is not intended for individuals under the age of thirteen (13). If you are under the age of 13, please do not provide Personal Information through the Website.

SENSITIVE INFORMATION

Do not send us or otherwise disclose any sensitive Personal Information such as your Social Security number, credit card information, or other sensitive information through the Website or otherwise to us.

PRIVACY POLICY UPDATES

This Privacy Policy may be updated from time to time. Please take a look at the “*Last Updated*” legend at the top of this page to see when this Privacy Policy was last revised. Your use of the Website following these changes means that you accept the revised Privacy Policy.

CONTACTING US

If you have any questions about this Privacy Policy, please contact us by email at info@hazelrigsarchitecture.com, or please write to the following address:

Hazelrigs Architecture & Design, PLLC
126 SW 148th ST STE C100, PMB 199
Burien, WA, 98166-1984

Please do not include sensitive information in your emails to us.

COOKIES POLICY

Last updated: August 22, 2023

This Cookies Policy describes how HAZELRIGS ARCHITECTURE & DESIGN, PLLC and its service providers use cookies to store information on your device.

Our website located at www.hazelrigsarchitecture.com (the “**Website**”) and any HTML-formatted email messages that we send to you are governed by this Cookies Policy, in addition to our Terms and Conditions on the Website.

You understand that we may place cookies on your device. This Cookies Policy may be changed from time to time. Look at the “*Last Updated*” legend at the top to see when this Cookies Policy was last revised. If you use the Site following those changes, that means that you accept the revised Cookies Policy.

1. What are Cookies?

A cookie is a text-only string of information that the Services (as defined in our Terms and Conditions) transfer to the “cookie” file of the browser you are using so that the Website can recognize your device when you re-visit and remember certain information about you, such as which pages you visit, choices you make from menus, and the time and date of your visit.

2. Types of Cookies

There are two main types of cookies:

(i) **Session cookies**: these are temporary cookies that expire when you close your browser. Session cookies allow the Website to recognize your device as you navigate between pages during a single browser session, allowing you to use the Website most efficiently.

(ii) **Persistent cookies**: these are stored on your device between browsing sessions until they expire or are deleted. They allow the Website to remember your preferences and tailor services to you.

3. How we use Cookies

Our Website may use cookies for: security, helping you to navigate the Website, displaying information more effectively, personalizing your experience, and for online tracking purposes. We use cookies so that we can recognize your device which lets us

improve your experience using the Website, as well as providing statistical information so that we can improve design and functionality.

Along with our cookies, our Website may use cookies from our service providers. Additionally, if we have links to other websites, the operators of those websites may use cookies according to their own cookies policy, which may be different than ours.

4. Information Collected

Some cookies that we use are 'analytical' cookies. Our analytics software allows us to recognize, count how many visitors use the Website, and see how visitors use the Website. We may collect the following types of information:

- a. Demographic information, such as language preference and location (city, country/territory, continent, sub-continental region).
- b. Behavior, such as if the user is a new or returning visitor, frequency of visits, date of last visit.
- c. Technology, such as operating system, network/service provider (ISP and network host).
- d. Mobile information, such as whether you accessed the Website via a mobile device and the type of device.
- e. Traffic source, such as direct (you typed in the URL yourself), referral (e.g. you clicked on a link).
- f. Content accessed, such as pages, files, and directories that you clicked, which pages you landed on, and what search words you used on the Website.

5. Refusing Cookies

Most browsers have a simple function that allows you to automatically decline cookies, or lets you accept or refuse a cookie (or cookies) from websites that you are viewing. Please check your Internet browsers "Help" screen for information about using these tools.

Please be aware that if cookies are disabled not all features of the Website may operate as intended.