

Effective Date: 12/15/2024

Welcome to Vesta Custom Homes! These Terms of Use (“Terms”) govern your access to and use of our website, [<https://www.vchca.com/>] (the “Site”). By accessing or using the Site, you agree to be bound by these Terms. If you do not agree with any part of these Terms, please do not use the Site.

1. Acceptance of Terms

By accessing or using the Site, you agree to comply with these Terms, all applicable laws and regulations, and any additional terms and conditions that may be presented to you in connection with specific services or features.

2. Changes to Terms

We may update these Terms from time to time without notice. It is your responsibility to review these Terms periodically. Continued use of the Site after any changes are posted constitutes your acceptance of the updated Terms.

3. Use of the Site

a. Eligibility

You must be at least 18 years old or have the permission of a legal guardian to use this Site. By using the Site, you represent that you meet this requirement.

b. Permitted Use

You may use the Site for personal, non-commercial purposes only. You agree not to:

- Use the Site for any unlawful or prohibited activities.
- Interfere with or disrupt the operation of the Site.
- Attempt to gain unauthorized access to any parts of the Site, accounts, or networks.
- Use any automated means, such as bots or spiders, to access or scrape the Site without permission.

c. Account Information

If you create an account on our Site, you are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account.

4. Intellectual Property a. Ownership

a. Ownership

All content on the Site, including but not limited to text, graphics, logos, images, software, and design, is the property of Vesta Custom Homes or its licensors and is protected by intellectual property laws. You may not reproduce, distribute, or use any content from the Site without our prior written permission.

b. Trademarks

Vesta Custom Homes and other trademarks, service marks, and logos displayed on the Site are owned by us or third parties. You may not use these marks without the written permission of the respective owner.

5. Third-Party Links

The Site may contain links to third-party websites. These links are provided for convenience only, and we do not endorse or assume responsibility for any third-party content, services, or products. You access third-party sites at your own risk.

6. User Content

a. Submissions

You may be able to submit content, such as comments, reviews, or other material to the Site (“User Content”). By submitting User Content, you grant Vesta Custom Homes a non-exclusive, worldwide, royalty-free, perpetual, and transferable license to use, reproduce, modify, distribute, and display such content in connection with the operation of the Site.

b. Prohibited Content

You agree not to submit any User Content that:

- Is defamatory, obscene, abusive, or harmful.
- Violates the intellectual property rights of others.
- Encourages illegal activity.
- Contains viruses or malicious software.

We reserve the right to remove any User Content that violates these Terms or is otherwise objectionable.

7. Disclaimers

a. No Warranty

The Site and its content are provided on an "as-is" and "as available" basis. Vesta Custom Homes makes no representations or warranties of any kind, whether express or implied, regarding the operation of the Site or the information, content, or materials included on the Site.

b. Limitation of Liability

To the fullest extent permitted by law, Vesta Custom Homes shall not be liable for any damages, including but not limited to direct, indirect, incidental, punitive, or consequential damages, arising from the use of or inability to use the Site or any content provided on the Site.

8. Indemnification

You agree to indemnify, defend, and hold harmless Vesta Custom Homes and its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, or expenses (including legal fees) arising out of your use of the Site or violation of these Terms.

9. Termination

We reserve the right to terminate or suspend your access to the Site at any time, for any reason, including but not limited to your violation of these Terms. Upon termination, your right to use the Site will immediately cease.

10. Governing Law

These Terms shall be governed by and construed in accordance with the laws of United States, without regard to its conflict of law principles. You agree to submit to the exclusive jurisdiction of the courts located in California State for the resolution of any disputes arising out of or relating to these Terms or your use of the Site.

11. Contact Information

If you have any questions about these Terms or need further information, please contact us at:

Email: info@vchca.com

Phone: 323.929.7070