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- 3. **SUBCONTRACTOR PORTAL:** The "Subcontractor Portal" is an additional part of the Service that you may register for and use in accordance with the terms and conditions of the Service. HABETZ is providing through the Subcontractor Portal of the Service, by agreement with certain parties, materials stored electronically. By utilizing these electronic documents you recognize that data, plans, specifications, addenda, reports, documents, or other information recorded on or transmitted as electronic media (including, but not necessarily limited to PDF or CAD documents) are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, all such documents are provided to you for informational purposes only, and not as an end product nor as a record document. Any reliance thereon is deemed to be unreasonable and unenforceable. The signed and/or stamped hard copies of the Architect's Instruments of Service, and/or other documents in original hardcopy form, are the only true contract documents of record and are available for review at the office of HABETZ.
- 4. **PRIVACY POLICY:** When you visit the Service some information, such as the site that referred you to us, your IP and e-mail address, other navigational information and/or other information, may be automatically collected as part the web sites operation. On some occasions, you may be asked to provide information on online forms, e.g., prequalifying and registering for the "Subcontractor Portal". Providing any information through an online form is always voluntary, and you are free to decline from completing them. If you choose not to provide any requested information, however, some produce or services may not be available to you.

HABETZ maintains the Service through secure servers which will retain information that you provide to the Service. HABETZ considers all information that you provide to the Service is sensitive. However, in the event that any information that you provide to the Service is compromised by a third-party, e.g., malicious web site hacker, you agree that HABETZ will in no way be liable for any loss sustained by you.

- 5. **INDEMNIFICATION:** By use of the Service, you agree to indemnify, defend and hold harmless HABETZ, its officers, directors, employees, agents, licensors and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement by you.
- 6. **SEVERABILITY:** Should any of the terms and conditions of this Agreement be rendered unenforceable according to law, the remaining provisions outlined herein shall remain in full force and effect.
- 7. **APPLICABLE LAW:** This agreement and its enforcement shall be governed by the laws of the State of Louisiana.
- 8. DISPUTE RESOLUTION PROCEDURE: Claims, disputes, or other matters in controversy arising out of or related to this legal notice and/or the use of the Service shall be subject to mediation as a condition precedent to binding arbitration in accordance with Louisiana's Binding Arbitration Law.