



**Innovative Millwork Systems, Inc.**

### **Client Login User Agreement Form • Effective Oct. 1, 2009**

You (User) have requested access to a project specific (the Project) Client Login Area hosted by Innovative Millwork Systems, Inc (IMS). This area provides access to electronic copies of portions of original design documents and project documents by IMS and other project team members.

While these documents are updated from time to time as appropriate, these progress documents may vary, at times significantly, from the actual current drawings or documents on which the IMS team is currently working. Access to these electronic copies is provided solely as a convenience to assist you in your provision of goods or services related to the Project. Use of this material for any other purpose or for any other project is expressly forbidden.

User shall ensure there is no access to the Client Login Area, or use or modification of any data in the Client Login Area, not expressly authorized by IMS, by anyone gaining access to the Client Login Area through password obtained from the User.

The drawings, specifications, and other documents prepared by IMS, (the Documents) including electronic versions thereof, which the User may access via this Client Login Area, and the ideas, designs, details and arrangements represented thereby, are and shall remain the property of IMS, as defined by applicable contractual agreements, whether written, verbal or implied, (the Agreements) and as protected by the copyright statutes of the United States. Use of the Documents shall be strictly limited to the Project per the terms of the Agreements. No part of the Documents shall be copied, disclosed to others, or used in connection with any other work or project, or by any other persons for any purposes, other than for the completion of the Project, without the specific written authorization of IMS. The downloading, opening, or viewing of electronic versions of the Documents or visual contact with any printed form thereof shall constitute conclusive evidence of User's acceptance of these restrictions. Other project team members may, under terms of their separate agreements, hold similar copyrights and enforce similar use restrictions on their documents, which the User may access through the Client Login Area.

User acknowledges that all information regarding the Project should be held in the strictest of confidence. No information, documents, and data in the Client Login Area may be disclosed to others outside of the project team without the expressed authorization of IMS or the Owner.

The User recognizes that changes or modifications to IMS's documents or the documents of other project team members by anyone other than the creators of such documents may result in adverse consequences, which IMS can neither predict nor control.

In addition to any other terms or conditions of use of this Client Login Area, the User agrees that when accessing or using this Client Login Area, the User will not: Publish, post, upload, distribute or disseminate any inappropriate, profane, derogatory, defamatory, infringing, improper, obscene, indecent or unlawful topic, name, material or information, nor any materials, files or programs that may, or does, contain viruses, malware, spyware or any other elements that may be deemed destructive or invasive.

Therefore, in response to User's access to this Client Login Area, the User agrees, to the fullest extent permitted by law, to hold harmless and indemnify IMS from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connect with the use, modification, misrepresentation, misuse, reuse by the User or others gaining access via password obtained from the User, of the electronic information and data provided by IMS from this Client Login Area.

With regard to the IMS website, in general, (through which the User gains access to the Client Login Area) the User also acknowledges and agrees to the current IMS Website Usage Terms and Conditions.

By accepting this Client Login User Agreement and submitting this agreement to IMS, the User accepts these conditions under which access is granted.

Name \_\_\_\_\_ Company \_\_\_\_\_

Company Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Valid email \_\_\_\_\_

Signature \_\_\_\_\_

**Please fax completed form to 972-869-1601**