

GAF QuickMeasure Roof Report Terms and Conditions

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Your use of a GAF QuickMeasure Roof Report (“Roof Report”) is subject to these **GAF QuickMeasure Roof Report Terms and Conditions** (“Terms”), which we may update from time to time on a prospective basis. Please read these Terms carefully before using the Roof Report. If you do not agree with these terms, please notify GAF before downloading the Roof Report to cancel your order and receive a refund. Your submission of an order for a Roof Report constitutes your acceptance of these Terms. Your use of the GAF QuickMeasure website is subject to these Terms as well as acceptance of GAF’s website terms of use found at <https://www.gaf.com/en-us/our-company/privacy-and-legal/terms-of-use> (the “Site Terms”) and agreement to GAF’s handling of data as described in GAF’s Privacy Policy found at <https://www.gaf.com/en-us/our-company/privacy-and-legal/privacy-policy>. Your use of a Roof Report is not subject to the General Terms and Conditions governing the GAF Partner Portal.

I. Usage of a Roof Report. GAF grants you a limited, non-exclusive, non-transferable license to use a Roof Report ordered by you subject to these Terms. You shall use a Roof Report solely for your personal use in connection with your business, and you may only share the Roof Report with individuals with a need to know to support your personal use in connection with your business. You shall not resell a Roof Report, remove any copyright notices, or modify the Roof Report in any way. You shall not to use a Roof Report for any unlawful purpose or in any manner that is prohibited by these Terms. GAF owns all rights in the Roof Report and reserves all rights in the Roof Reports not expressly granted in these Terms. Your limited license in a Roof Report granted will terminate without notice if you fail to comply with these Terms.

II. Delivery of a Roof Report. Roof Reports are generally sent out (i) for single-dwelling residential homes, within one (1) hour of you submitting an order and (ii) for multi-dwelling residential homes and commercial buildings, within twenty-four (24) hours of you submitting an order. In the event a Roof Report is not sent to you within the applicable time frame, your sole and exclusive remedy, and GAF’s sole and exclusive liability, is a credit for a subsequent Roof Report of like kind at no additional charge (e.g., if you ordered a Roof Report for a single-dwelling residential home, the credit would be for a Roof Report of a single-dwelling residential home). To receive the foregoing remedy, you must notify GAF within twenty-four (24) hours of not receiving a Roof Report in the specified time frame. The foregoing remedy shall not apply to the extent the failure to deliver the Roof Report within the applicable time frame was due to causes outside GAF’s control, for example, if your internet connection was disrupted and prevented you from receiving the Roof Report within the specified time frame. All fees paid for a Roof Report are non-refundable.

III. Accuracy of a Roof Report. The measurements set forth on a Roof Report are generally expected to be at least 95% accurate to the actual measurements from the date the Roof Report was created. In the event the measurements on a Roof Report are less than 95% accurate to the actual measurements as demonstrated by photographs and such other evidence as GAF may require, your sole and exclusive remedy, and GAF’s sole and exclusive liability, is a replacement Roof Report for the same location at no additional charge. To receive the foregoing remedy, you must notify your account manager at GAF within 30 days of receiving the Roof Report.

IV. Disclaimer of Warranty; Limitation of Liability. GAF MAY DISCONTINUE QUICKMEASURE AND PROVIDING ROOF REPORTS AT ANY TIME. EXCEPT AS SET FORTH IN THIS AGREEMENT, GAF MAKES NO GUARANTEE ABOUT THE ACCURACY, COMPLETENESS, CONTENT, QUALITY, OR RELIABILITY OF A ROOF REPORT. EXCEPT AS SET FORTH IN THIS AGREEMENT, THE ROOF REPORTS ARE PROVIDED “AS IS” AND WITH ALL FAULTS, AND THE ENTIRE RISK AS TO THE USE OF THE ROOF REPORTS IS WITH YOU. EXCEPT AS SET FORTH IN THIS AGREEMENT, GAF MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE ROOF REPORTS. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY GAF. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL GAF OR ANY OF ITS AFFILIATES OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (COLLECTIVELY, “DAMAGES”) THAT RESULT FROM THE USE OF A ROOF REPORT, NOR SHALL GAF BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES OR INACCURACIES IN, OR INCOMPLETENESS OF A ROOF REPORT OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND GAF’S REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO PROGRAMS, OR SERVICES. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, A NEGLIGENT ACT, WILL GAF OR ITS AFFILIATES OR AGENTS BE LIABLE FOR ANY DAMAGE OF ANY KIND THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, A ROOF REPORT, EVEN IF GAF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL CONSEQUENTIAL OR OTHER DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS, LIMITATIONS, AND EXCLUSIONS MAY NOT APPLY TO YOU. TO THE EXTENT THAT GAF MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY WARRANTY, OR LIMIT OR EXCLUDE ANY LIABILITY, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF GAF’S LIABILITY SHALL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW.

V. Indemnification. You shall indemnify and hold GAF, its parents, subsidiaries, affiliates, contractors and agents, and each of their officers, directors, employees and agents, harmless from any claims, damages and expenses, including reasonable attorneys' fees and costs, related to the use of a Roof Report sent to you (including by you, your employees or other third parties which receive access to a Roof Report) or your violation of these Terms.

VI. Disputes; Miscellaneous. The provisions of the ‘Disputes’ section of the Site Terms are incorporated herein and shall apply mutatis mandanis to these Terms, including, but not limited to, any terms regarding a dispute between you and GAF in connection with a Roof Report or these Terms.