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Acceptance of Terms

The User shall be responsible to adhere to the Terms and Conditions of Use described herein and the Statement of Privacy Policy. HCI reserves the right to update the Terms and Conditions of Use at any time without prior notice.

The User and HCI agree that electronic files furnished at the HCI Plan Room shall be provided in PDF format. Some PDF files may be encrypted and/or password protected to prevent unauthorized changes. HCI assumes no liability for the User's failure or inability to properly download, install, or use any software required for the use of these electronic files.

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In downloading and utilizing any drawings, specifications, pictures, reports, and data furnished by HCI through the HCI Plan Room, the User agrees that all such electronic files are instruments of a professional service of HCI and shall remain the property of HCI. HCI shall retain all common law, statutory, and other reserved rights, including the copyright thereto. Under no circumstances shall delivery of the electronic files for use by the User be deemed a sale by HCI.

The User agrees not to reuse these electronic files, in whole or in part, for any purpose other than for bidding the project for which the electronic files are explicitly intended. The User agrees not to transfer these electronic files to others without the prior written consent of HCI. The User further agrees to waive all claims against HCI resulting in any way from unauthorized changes to or reuse of the electronic files for any other project by anyone other than HCI.

Termination of Use

HCI may suspend or terminate the User's registration to the HCI Plan Room at any time, without notice. The User may also terminate their registration. This will include project notifications or other services governed by these the Terms and Conditions of Use at any time. The User agrees that HCI may delete your registered Username for any violation of this Terms and Conditions of Use policy or our Statement of Privacy Policy.

Project Notification Services

HCI provides the HCI Plan Room and associated notification services as a convenience to the User and does not guarantee that all persons on project notifications lists will receive notifications. Therefore, the User agrees to monitor the HCI Plan Room for all information relevant to desired projects. If the User believes they are not receiving notifications for which they are registered, contact HCI directly at media@hannigconstruction.com or call 812-235-6218.

Unauthorized Changes

In the event the User or anyone for whom the User is legally liable makes or permits any changes to reports, plans, specifications, or other construction documents provided by HCI without obtaining HCI's prior written consent, the User shall assume full responsibility for the results of such changes. Therefore the User agrees to waive any claim against HCI and to release HCI from any liability arising directly or indirectly from such changes.

In addition, the User agrees, to the fullest extent permitted by law, to indemnify and hold harmless HCI from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

Security

The HCI Plan Room is for authorized use only. The User shall be responsible for the privacy of their Username and password. You must notify HCI immediately if you detect a security issue or breach.

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Indemnification

These Terms and Conditions of Use are governed by Indiana law, without regard to its conflicts of laws principles. If a court of competent jurisdiction finds that any provision in any section of these Terms and Conditions of Use is illegal, unenforceable or invalid in any respect, then such provision will be ineffective to the extent of such finding without affecting the enforceability or validity of the section in which such provision is found, or any other section of these Terms and Conditions of Use. Unless otherwise stated herein, these Terms and Conditions of Use constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior statements or agreements, both written and oral. HCI may change the features and functionality of or access to all or any part of the HCI Plan Room or the related services from time to time, with or without notice. You agree to indemnify, defend and hold harmless HCI and any of its directors, managers, officers, employees, agents, contractors and other representatives from all claims, demands, losses, expenses and costs whatsoever (including reasonable attorney's fees) arising, directly or indirectly, out of your access, use, disclosure, publication, display or distribution of (a) the HCI Plan Room, (b) any of the Content or information (including any information contained in any Submission) you obtain from the HCI Plan Room, (c) any products you purchase or reports made available to you from the HCI Plan Room, (d) any Links or any Advertising, as well as any Submission you provide to the HCI Plan Room and any breach by you of these Terms and Conditions of Use or related to HCI procedures.