Terms and Conditions

Effective Date: July 31, 2025

Welcome to Atlantic Awning's website, located at atlantic-awning.com. By accessing or using this Site, you agree to be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, please do not use the Site.

1. Acceptance of Terms

By using this Site, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions, as well as our Privacy Policy.

2. Changes to Terms

Atlantic Awning reserves the right to modify these Terms and Conditions at any time. Any changes will be effective immediately upon posting on the Site. Your continued use of the Site after any changes constitutes your acceptance of the new Terms.

3. Use of the Site

You agree to use the Site for lawful purposes and in a manner that does not infringe the rights of, restrict, or inhibit anyone else's use of the Site. You must not misuse the Site by knowingly introducing viruses, trojans, worms, or other material which is malicious or technologically harmful.

4. Intellectual Property Rights

All content on the Site, including but not limited to text, graphics, logos, and images, is the property of Atlantic Awning or its content suppliers and is protected by copyright, trademark, and other intellectual property laws. You may not reproduce, distribute, or republish any material from this Site without the express written consent of Atlantic Awning.

5. Customer Inquiries

The Site may contain opt-in forms for customer inquiries. By submitting your information, you consent to receiving communications from Atlantic Awning regarding your inquiry. You agree that all the information you provide is accurate, current, and complete.

6. Limitation of Liability

To the fullest extent permitted by law, Atlantic Awning shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising from your use or inability to use the Site, or any information, products, or services obtained through the Site.

7. Links to Third-Party Sites

This Site may contain links to third-party websites that are not owned or controlled by Atlantic Awning. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party sites. You acknowledge and agree that Atlantic Awning shall not be responsible or liable for any damage or loss caused by or in connection with the use of any such content, goods, or services available on or through any such sites.

8. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles. Any disputes arising from these Terms shall be resolved in the courts located in Suffolk County, Massachusetts.

9. SMS Privacy Policy

a. Data Collection:
    - Information is collected through details disclosed during a phone call or when they verbally consent to receiving SMS updates.
b. Data Usage:

- We use your data solely for sending updates, and reminders related to customer inquiries.

c. Data Security:

- We implement encryption and secure storage measures to protect your data from unauthorized access.

d. Data Retention:

- We retain your information as long as you are subscribed to our SMS service. You may request deletion at any time.

e. Opt-Out:

- To opt out of SMS communications, reply "STOP" to any message you receive from us. After unsubscribing, we will remove your number from our list within 24 hours.

f. Non-Sharing Clause:

- We do not share your data with third parties for marketing purposes. Your information is only shared with our SMS service provider to enable messaging.

g. Contact Us:

- If you have questions about this policy, please contact us at info@atlantic-awning.com.

10. Contact Information

If you have any questions about these Terms and Conditions, please contact us at the following:

Atlantic Awning

Email: info@atlantic-awning.com

781-665-4040

11. Severability

If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

By using this Site, you signify your acceptance of these Terms and Conditions. Thank you for visiting Atlantic Awning.