

SMACNA Technical Apps

End User License Agreement and Terms of Use

(Updated as 04/29/2025)

Acceptance of Terms. This End Use License Agreement and Terms of Use (hereafter referred to as the “TOU”) is made between you (the “User(s)” or “you”) and the Sheet Metal and Air Conditioning Contractors' National Association (“SMACNA”). This agreement governs your use of SMACNA Technical Applications (web or mobile) and its functionality (collectively referred to as the “Service”). You must agree to the TOU before you can use the Service. You agree to these TOU by: a) using the Service; b) using any functionality of the Service; c) purchasing the Service; or d) installing the application on any electronic equipment, including but not limited to a smartphone, tablet, or computer. **If you do not agree to any of the TOU, you are not authorized to purchase, install or use the application or Service.**

Binding on Employer. To the extent you are using the Service or any functionality of the Service on behalf of your employer or any third-party, or purchasing the Service on the behalf of, or installing the application on any electronic equipment owned by, your employer or any third-party, you agree that you are authorized to bind your employer and/or third-party to these TOU, and that such employer and/or third-parties shall be bound by these TOU.

Grant of License for Use. Based on your agreement and compliance with these TOU, SMACNA grants you a non-exclusive, non-transferable, non-assignable, limited license for the use of the Service as it was originally provided to you by SMACNA, on a single piece of electronic equipment where you originally install the application.

Compliance with Standards. SMACNA developed the contents of the Service using reasonably reliable engineering principles and research as well as consultation with, and information obtained from, manufacturers, testing laboratories, and other third-parties who have specialized experience in the industry. The contents of the Service are subject to revision and updates. Construction and remodeling projects that adhere to the Service’s specifications and information will not necessarily comply with all governmental regulations or legal mandates. Users should review all applicable law, regulation, and standard manuals related to any work being performed.

Provision of Information. To the extent that you provide any information to SMACNA related to your use of the Service, you agree that all information you provide is true, current, complete and accurate. You also agree that you will update your information as needed to keep it true, current, complete and accurate. You shall notify SMACNA within ten (10) days of any change in information you provided to SMACNA. You represent and warrant that you provided notice to, and obtained consent from, all third-parties whose personal, business, or other data you have supplied or will supply to SMACNA. You further warrant that to the extent you provided such data about a third-party to SMACNA, you provided that third-party with notice about this Service's TOU and procured that third-parties' acceptance of the TOU. You accept all liability resulting from your failure to provide notice to, or receive consent from, such third-parties and for your provision of outdated, incomplete or inaccurate information to SMACNA.

Modifications and Updates. SMACNA reserves the right to modify or discontinue the Service at any time without prior notice. The TOU and the Service may also be updated or revised from time to time. As a User, you agree to review the TOU before each use of the Service. You further understand and agree that your continued use of the Service after the TOU has been updated or revised constitutes your acceptance of the revised TOU.

Code of Conduct and Limitations of Use. The Service is intended for those who are of the age of majority and able to legally enter binding contracts without any right of rescission. Accordingly, in using the Service, you represent, warrant, and agree that you are:

of sound mind;

at least eighteen (18) years or older;

are using the Service exclusively for lawful purposes;

are in compliance with all laws of the United States and any other applicable jurisdiction where you reside or use the Service;

you agree, understand, and accept SMACNA's Privacy Policy as published on www.smacna.org;

you are in good standing and compliance with all obligations to SMACNA that may exist in law, contract, or equity;

you agree to, and are in compliance with, all terms of use, terms of service, and any other legal conditions of using the site(s) in which you obtained access to the Service or Data, including but not limited to the Terms of Service of Google Play, Amazon's AppStore, and Apple's iTunes and Mac's App Store; and

you are in compliance with this TOU and all representations, warranties, and conditions contained herein.

You shall not use the Service for any unlawful or otherwise prohibited means. Additional prohibited uses of the Service include:

1. Use of the Service in any manner that could damage, disable, overburden, or impair any of SMACNA or third-party's server(s), or the network(s) connected to any Service server, or interfere with any other party's use and enjoyment of the Service;
2. Attempt to gain unauthorized access to any information, website, server, electronic equipment, or other computer systems or networks connected to, or in use of, the Service;
3. Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service;
4. Impersonate or pretend to be any person other than yourself while using the Service;
5. Attempt to reverse engineer, hack, or engage in any other malicious behavior related to the Service;
6. Use any data mining, robots, screen scraping, or similar data gathering and extraction tools on the Service, Data, or any other information contained within or related to the Service (the "Data");
7. Use any metatags or any other "hidden text" utilizing SMACNA's name, service mark, trademarks or trade dress without the express written consent of SMACNA;
8. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
9. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information;

10. Upload, or otherwise make available files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as a limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same;
11. Use any material or information, including images or photographs, which are made available through the Service in any manner that infringes any copyright, trademark, patent, trade secret or other proprietary right of any party;
12. Upload files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of another's electronic device, equipment or property or use and enjoyment of the Service;
13. Harvest or otherwise collect information about others, including but not limited to email addresses or personal data;
14. Use the Service in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise);
15. Direct traffic, post links, advertise, or engage in any similar conduct related to other websites, companies, competitors, or services; and
16. Use the Service if you are not able to form legally binding contracts.

You agree to cooperate in any governmental or SMACNA investigation regarding your use of the Service.

1. **Collection of Data.** You understand and agree that by using the Service, SMACNA may collect and use certain information about you and your use of the Service in accordance with SMACNA's Privacy Policy and its other disclosures related to the Service. You further consent and agree that SMACNA may collect, use, transmit, process and maintain information, including but not limited to technical or diagnostic information, related to your use of the Service.
2. **Reproduction of Data.** The Service and Data or any portion thereof may not be reproduced, duplicated, copied, sold, resold or otherwise exploited without express written consent of SMACNA.
3. **Provision of License.** By submitting, posting, uploading, or sharing content related to the Service or Data ("Content"), you grant SMACNA a worldwide, royalty-free,

non-exclusive license to use, distribute, display, reproduce, modify, edit, adapt, publish, translate, and perform such Content, including but not limited to publishing your name as a User of the Service. To the extent you submit, post, upload, or share Content with SMACNA, you represent that you are the owner of the Content and have authorization to provide the Content to SMACNA.

Any unauthorized use of the Service or breach of these TOU or the terms, conditions, representations, or warranties contained herein, automatically terminates any permission or license granted by SMACNA to you to use the Service, Data, and contents therein. SMACNA reserves all of its rights, including but not limited to the ability to pursue all of its legal and equitable remedies for any unlawful infringement.

1. **Intellectual Property.** The SMACNA logo is a registered trademark with the United States Patent and Trademark Office. User shall not use, copy, or reproduce SMACNA's logo without express written consent from SMACNA. All content including but not limited to the Data, formulas, calculations, text, graphics, downloads and software included on or within the Service is the property of SMACNA or its licensors and is protected by United States and international copyright laws with the exception of publications or contents thereof where SMACNA has publicly disclaimed the copyright. Except as expressly provided herein, you may not distribute, copy, sell, auction, decompile, reverse engineer, disassemble, or otherwise reduce the Service or any portion thereof to a human-readable form.

You agree that SMACNA holds all right, title and interest to the Service, its websites, the Data, and any information and technology used to provide the Service. You acknowledge that no title or interest in such intellectual property rights is being, or has been, transferred to you. You further agree to make no claim of interest in the Service, its websites, the Data, and any information and technology used to provide the Service. **By using the Service, you express waive your right to any such future claim.**

You also hereby grant SMACNA a non-exclusive, royalty-free license to use, reference, post, identify, or otherwise utilize any intellectual property rights that you submit or provide to SMACNA in conjunction with your use of the Service. Such information will be used solely by SMACNA in conjunction with marketing the Service or other similar services that SMACNA provides.

1. **No Professional Relationship.** In using the Service and agreeing to this TOU, SMACNA is not rendering any professional advice or other service for, or on behalf of, any person, entity or User. Any person or organization using the Service should

rely on his, her or its own judgment or, as appropriate, seek the advice of a competent professional in determining the exercise of reasonable care in any given circumstance.

2. **Non-Endorsement of Proprietary Products.** SMACNA encourages technological development in the interest of improving the industry for the public benefit. SMACNA does not, however, endorse individual manufacturers or products.
3. **Availability of Service.** The Service may be interrupted, modified, or discontinued at any time without notice.
4. **Export Limitations.** Use of the Service, may be subject to the export and import laws of the United States and other countries. You represent and warrant you are in compliance with, and shall always be in compliance with, all applicable export and import laws and regulations. In particular, but without limitation, the Service may not be exported or distributed to individuals, entities, or agencies: a) in any U.S. embargoed countries, or b) on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Service, you represent and warrant that you: a) are not located in any such country or on any such list, and b) will not use the Service for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.
5. **Third-party Information.** Elements of the Service or Data may include materials from, or references to, third-parties. SMACNA has no control over third-party material, information, or sites ("Third-party Material"). You acknowledge and agree that SMACNA: a) shall not be responsible for the availability of Third-party Material; b) does not endorse or warrant the accuracy of any Third-party Material; and c) shall not be liable or responsible for any Third-party Material or the damages you may suffer due to using or relying on Third-party Material.
6. **Other Contracts.** To the extent you have other contract(s) or agreement(s) with SMACNA on any subject matter, related or unrelated to this Service, your breach of this TOU shall constitute a non-curable default of your other contract(s) or agreement(s) with SMACNA. This shall entitle SMACNA, in addition to the relief available herein, to pursue all relief afforded to SMACNA under the other contract(s) or agreement(s) with you. To the extent you breach this TOU and a dispute arises over whether a default or breach of the other contract(s) or agreement(s) occurred

by you or SMACNA, the choice of law and venue provisions of this TOU shall govern any dispute.

7. **Disclaimer of Warranties and Assumption of Risk.** You agree that the information contained within the Service is not a safety standard approved by any governmental agency or authority. **SMACNA provides this application for informational purposes only.** Any use of the Service should only be used in conjunction with the assistance of a professional who is licensed for the necessary work being performed and has appropriate credentials and insurance. SMACNA has no power or authority to police or enforce Users' compliance with these TOU, the law, or any governmental mandate. SMACNA also does not endorse any representations made by the Users of this Service.

While SMACNA has attempted to reasonably ensure the Data, formulas, calculations, and all other information in the Service is accurate, SMACNA disclaims any warranty that such information is accurate, error-free, or the most up-to-date. User acknowledges that the Data, formulas, calculations, and all other information is complex, subject to faults and requires verification by competent professionals, and that modification of parts of the Data by User may impact the results or other parts of the Data. By using the Data, User accepts the information "AS IS" and assumes all risk of loss, harm or injury that may result from its use. **The Service is provided strictly "AS IS" without warranty.** SMACNA makes no warranty either express or implied regarding the Service or Data and SMACNA EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. SMACNA ALSO DOES NOT WARRANT THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. **The Service uses data, which may result in monetary charges to you from your cellular, internet service provider, or other third-party.** User assumes all risk for using the Service, including but not limited to any data or other charges levied by third-parties related to the use of the Services (e.g., cellular phone providers).

1. **User's Sole Remedy.** You acknowledge and agree that your sole legal and equitable remedy against SMACNA for any dissatisfaction with the Service is to stop using the Service.
2. **Limitation of Liability and Waiver of Class Action.** IN NO EVENT SHALL SMACNA BE LIABLE TO USER, OR ANY OTHER PERSON, FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING, DIRECTLY OR INDIRECTLY, OUT OF, OR RELATED TO, USER'S USE OF THE SERVICE OR MODIFICATION OF DATA OR INFORMATION THEREIN. YOU EXPRESSLY AGREE TO WAIVE ANY RIGHT TO PARTICIPATE IN, OR COMMENCE, A CLASS ACTION LAWSUIT AGAINST SMACNA. IN

NO EVENT SHALL SMACNA'S LIABILITY EXCEED THE AMOUNT PAID BY USER FOR ACCESS TO THE SERVICE OR \$1,000.00, WHICHEVER IS LESS, REGARDLESS OF LEGAL THEORY.

3. **Indemnity.** By using the Service, User shall and does hereby defend, indemnify and hold harmless SMACNA, its affiliates, subsidiaries, directors, officers, employees, agents, partners and licensors from and against all injuries, claims, demands, loss or damage arising, directly or indirectly, out of User's access to, or (mis)use of, the Service, the Data, calculation, formulas, or any other information related to the Service, or violation of these TOU. Such indemnity shall include but is not limited to SMACNA's attorneys' fees, court costs, and expert fees. The provisions of this paragraph are also intended to apply to any situation where you commence litigation against SMACNA and fail to prevail on all of your claims or where SMACNA succeeds on one or more of its defenses to any claim you assert.

You agree that SMACNA shall have the right to participate in the defense of any claim asserted against SMACNA. You also agree that SMACNA shall be entitled to retain legal counsel of SMACNA's own choosing at your cost. You further agree to notify SMACNA of your knowledge of any claim or potential claim against SMACNA. You agree to cooperate fully with SMACNA during any proceeding against SMACNA.

1. **Amendments, Consent and Survival of Agreement.** By using the Service provided by SMACNA under these TOU, you acknowledge that you have read, agree to be bound by, and understand SMACNA's Privacy Policy found on its website (www.smacna.org) and these TOU. SMACNA may, from time to time, revise this agreement, the Data, Service, or any information contained therein. SMACNA may also issue formal interpretations or interim amendments, which can be of significance between successive editions. You agree to be bound by all amended terms and conditions of these TOU. The terms of these TOU, and your obligations under these agreements, continue to apply to you even if you are no longer using the Service.
2. **Non-Assignment.** User shall not be able to assign any of User's rights related to the Service or this TOU.
3. **Reports of Abuse.** If you have any reason to believe that the Data or information within the Service violates any law or right of another, that any user of the Service is using the Service to violate the law or the right of another, or that any User is violating the TOU, you shall inform SMACNA in writing about the facts and circumstances of the alleged abuse/violations by writing to:

Sheet Metal and Air Conditioning Contractors' National Association
Attn: Website/Application Abuse Report Department
4201 Lafayette Center Drive
Chantilly, Virginia 20151-1219
info@smacna.org

SMACNA may, but is not obligated to, conduct an investigation into the allegations. SMACNA reserves the right to remove or block Users, their accounts, content or postings that SMACNA, in its sole discretion, believes is offensive, illegal, or otherwise inappropriate.

1. **Notices.** You agree that we may provide legal notice to you by updating or revising these TOU and posting them on the website located at www.SMACNA.org, and/or the site in which you downloaded or gained access to the application (e. g. , Google's Play Store). You further agree you may receive notice from SMACNA through any avenue of written communication, including but not limited to electronic communications (e. g. , email, text message, etc.), and in any medium of communication that have you used to contact SMACNA or such contact information as you have provided to SMACNA. You may provide notice to SMACNA exclusively via Certified United States Mail or Federal Express Overnight Delivery at:

Sheet Metal and Air Conditioning Contractors' National Association
Attn: Legal Notice
4201 Lafayette Center Drive
Chantilly, Virginia 20151-1219

Notice shall be deemed given upon the other party's receipt of the communication, or four (4) days after mailing via the United States Postal service Certified Mail with the correct address and proper postage.

1. **Applicable Law.** You agree that all matters relating to your access to or use of the Service and Data, including all disputes, shall be governed by the laws of the United States and by the laws of the State of Minnesota without regard to its conflicts of law provisions. You agree to the personal jurisdiction of, and venue in, the state and federal courts with jurisdiction in Chantilly, Virginia, and Minneapolis, Minnesota, and waive any objection to such jurisdiction or venue. To the extent you commence any action against SMACNA in a jurisdiction other than those stated above, you agree that SMACNA shall be able to transfer venue of the action at your cost and without your objection, to one of the venues listed above. You hereby waive any objection, claim, or defense related to the validity of jurisdiction or venue pursuant

to this paragraph. To the extent any provision of the venue provision is invalidated by a court of competent jurisdiction then the intent of the parties is to arbitrate the dispute via the National Arbitration Forum, or another suitable independent arbitration forum as selected by SMACNA. The cost of the arbitration shall initially be borne by the plaintiff of the action and subject to reimbursement by the non-prevailing party.

2. **Limitation on Statute of Limitations.** Any claim related to the Service must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred.
3. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THESE TOU OR RELATED TO SERVICE.
4. **Attorneys' Fees.** If SMACNA prevails in any action, suit, or proceeding, in any way, arising from or based upon enforcement of these TOU, SMACNA shall be entitled to recover its attorneys' fees in connection therewith in addition to court costs and other fees and disbursement incurred in such action, suit, or proceeding.
5. **Severability.** These TOU constitutes the entire agreement between you and SMACNA and supersedes any prior agreements between you and SMACNA relating to the Service. If any part of these TOU is deemed invalid or unenforceable by a court of competent jurisdiction, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions of these TOU shall remain in full force and effect.
6. **Non-waiver.** The failure of SMACNA to exercise or enforce any right or provision of these TOU shall not constitute a waiver of such right or provision unless SMACNA's Executive Director signs a written waiver and specifically references that this non-waiver paragraph of the TOU shall not apply.
7. **Reasonableness of Terms.** User understands and agrees that the terms herein are necessary and reasonable based on the relatively low cost of the Service as provided by SMACNA to User. User agrees and understands that had certain terms, including but not limited to disclaimers of warranties, limitation on liability, indemnity, and waiver of jury trials and class action lawsuits, the cost of the Service may be cost prohibitive to User and the general public.
8. **California Residents Only.** In accordance with Cal. Civ. Code Â§1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer

Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210. The provider of the Service is:

Sheet Metal and Air Conditioning Contractors' National Association
Attn: Website/Application Abuse Report Department
4201 Lafayette Center Drive
Chantilly, Virginia 20151-1219
Tel: (703) 803-2980
info@smacna.org

Legal Advice. SMACNA DOES NOT OFFER LEGAL ADVICE OR SERVICES TO USERS. USERS OF THE SERVICE ARE ENCOURAGED TO OBTAIN THEIR OWN COUNSEL REGARDING THEIR RIGHTS AND RESPONSIBILITIES UNDER THESE TOU AND ANY AGREEMENT ENTERED INTO WITH ANY THIRD-PARTY. FURTHER, SMACNA DOES NOT PROVIDE ANY LEGAL ADVICE OR WARRANTIES REGARDING THE LEGALITY OF THE TERMS AND CONDITIONS CONTAINED WITHIN AGREEMENTS BETWEEN USERS OF THIS SITE.