

Purchase Terms

Terms and Conditions

These Terms govern your purchase of software and services ordered on this Order Form, and/or any previous software and services you have purchased in the past that are active and ongoing.

Payment, Term and Renewal

1. You agree to pay UDA Technologies the listed price for products and services that you order. You may not cancel your order once submitted. All subscription payments will be billed to the credit card on file. It is your responsibility to ensure that a valid credit card with adequate funds is available for your subscription payments on the payment date. You will provide UDA Technologies with updated credit card information for cards that expire during the duration of this agreement. If payments are declined, late, disputed, or otherwise behind, UDA reserves the right to suspend the use of the software until full payment is made, this suspension of service will not in any way reduce your obligation to pay the order in full.
2. Products and Services covered in this Agreement are nonrefundable and the subscription cannot be cancelled early. We do not provide refunds if you decide to stop using the UDA Technologies subscription during your Subscription Term.
3. Monthly subscriptions will automatically renew each month at the current published monthly rate. To avoid renewal of service, written notice must be received at least thirty (30) days prior to the expiration of the Term then in effect. If the payment declines, late fees will be added upon reactivation and your monthly recurring billing date will not change.
4. Yearly subscriptions will automatically renew and be billed thirty (30) days before the renewal date. To avoid automatic renewal of service, written notice must be received at least sixty (60) days prior to the end of the current Subscription Term. If the payment declines, late fees will be added upon reactivation. If a yearly subscription is divided into multiple payments and one or more payments decline, a late fee will be assessed. If total payment is not made within the outlined terms, access to the software will be suspended and all payments are forfeited.
5. Subscriptions with Terms longer than one year will automatically renew at the current published annual rate and be billed thirty (30) days before the renewal date. To avoid automatic renewal of service, written notice must be received at least sixty (60) days prior to the end of the current Subscription Term. If all payments are not made during the Subscription Term, a cancellation fee equal to 20% of the current published annual rate will be required to discontinue the years remaining on the Term.
6. To retain any data stored within ConstructionOnline after your Subscription Term ends, we recommend you export the data from your ConstructionOnline account in advance. If you submit a written request within thirty (30) days after termination or expiration of your subscription, we will provide you with temporary access to ConstructionOnline to retrieve your data. You will be charged a reactivation fee for temporary access to your account. After thirty (30) days past the termination or expiration of your subscription, we are no longer obliged to maintain or provide you the data stored within your ConstructionOnline account.
7. UDA Technologies may audit Customer's Construction Volume (as specified on this Order Form) to ensure compliance with agreed-upon terms and pricing.

Subscription Access

8. UDA Technologies grants Customer the nonexclusive limited-time subscription and right to use the Services outlined in this Agreement and subject to the terms of this Agreement and the limits on Construction Volume, Projects, Users and/or other use restrictions specified on each Order Form. UDA Technologies shall provide Customer access to Enhancements and Maintenance Modifications as they become available.
9. Customer and its Authorized Users are solely responsible for ensuring that they have sufficient and compatible hardware, software, telecommunications equipment, and Internet service necessary for the use of the Site and Services.

10. UDA Technologies shall, from time to time, develop New Features, which will be offered to Customers for additional fees. You may subscribe to additional features by placing an additional order.

11. UDA Technologies may continue to make available certain legacy ConstructionOnline products. Note that UDA Technologies may suspend, limit, or terminate legacy ConstructionOnline products at any time. If you have a legacy ConstructionOnline product, we may elect to move you to one of our then-current products at any time. Some features and limits that apply to legacy ConstructionOnline products may differ from those currently published on the ConstructionOnline website. If you are using a legacy ConstructionOnline product, you may upgrade to a current version by placing an additional order.

12. UDA Technologies may invite Customer to try certain beta services, including limited release, non-production, or evaluation services at no charge. Beta Services are for evaluation purposes and not for production use, are not considered "Services" under this Agreement, are not supported, and may be subject to additional terms. UDA Technologies will have no liability for, and Customer hereby releases UDA Technologies from, any liability or damage arising out of or in connection with any Beta Service.

13. All other rights not expressly granted in this agreement are reserved by UDA Technologies.

Customer Acknowledgement

14. As of the Effective Date, Customer acknowledges and agrees that an authorized representative of Customer has evaluated the features and functionality of the UDA Technologies Software and/or Services in a means satisfactory to Customer and accepts that the Software and/or Services have been demonstrably shown to have all of the features and functionality that have been represented to Customer. Customer agrees that its purchases in this order are neither contingent on the delivery of any future functionality or features, nor dependent on any oral or written comments made by UDA Technologies or its representatives regarding future functionality or features.

15. Products and Services listed in this Agreement are covered under the site terms located at <https://us.constructiononline.com/constructiononline-site-terms>. The laws of the State of Alabama govern this agreement. Any actions or disputes relating to this Agreement shall be brought in the appropriate court in Lee County, Alabama.