

Website Terms of Use

Effective Date and Last Updated: July 13, 2026

These Website Terms of Use ("Terms") govern access to and use of the website operated by Arkansas Mold and Water, Inc. ("Arkansas Mold and Water," "AMW," "we," "us," or "our") at <https://armoldandwater.com/> and its related pages, forms, features, and content (collectively, the "Website"). By accessing or using the Website, you agree to these Terms. If you do not agree, do not use the Website.

1. Informational Purpose

The Website provides general information about Arkansas Mold and Water and services that may include water mitigation, water extraction, structural drying, mold remediation, moisture control, emergency response, commercial restoration, documentation support, and related property-restoration services.

Website content is general information only. It is not a professional inspection, environmental assessment, engineering opinion, medical recommendation, insurance-coverage determination, remediation protocol, repair estimate, or guarantee concerning conditions at a particular property. An on-site assessment may be required.

2. No Service Agreement Created Through Website Use

Accessing the Website, submitting a contact form, requesting information, calling or emailing us, or receiving an initial response does not by itself create a contractor-client relationship, service agreement, duty to perform work, or obligation to respond within a particular period.

Arkansas Mold and Water is not retained unless the parties enter into an applicable written authorization, work order, estimate, contract, or other agreement accepted by Arkansas Mold and Water. If these Terms conflict with a signed service agreement, the signed agreement controls for the services covered by it.

3. Emergencies and Response Times

References to emergency service, emergency availability, or 24-hour contact availability mean that customers may attempt to contact Arkansas Mold and Water outside ordinary office hours. They do not guarantee immediate telephone response, immediate dispatch, arrival within a specific time, availability of personnel or equipment, prevention of additional damage, insurance coverage, or acceptance of every requested project.

Response times may be affected by weather, road conditions, regional disasters, call volume, safety conditions, geographic location, utility access, labor availability, and other circumstances beyond our control. For an immediate danger to life, fire, active electrical hazard, suspected gas leak, structural collapse, or other life-safety threat, contact 911 or the appropriate emergency authority first.

4. No Insurance-Coverage Determination

Arkansas Mold and Water is not an insurance company, insurance adjuster, insurance agent, or law firm. We may communicate with a property owner, carrier, adjuster, agent, property manager, or other authorized party, but we do not determine whether a loss is covered, what an insurer will pay, whether a deductible applies, or whether a claim will be approved.

The customer remains responsible for reviewing the applicable policy, complying with policy requirements, communicating with the insurer, and paying amounts not paid by insurance unless a signed written agreement expressly states otherwise.

5. Property, Environmental, and Health Conditions

Water, moisture, microbial growth, mold, sewage, smoke, contaminants, deteriorated materials, and damaged structures can present health and safety concerns. Conditions may exist in concealed areas and may require inspection, testing, demolition, monitoring, or specialized evaluation.

Arkansas Mold and Water does not provide medical advice through the Website. Anyone with medical symptoms, respiratory concerns, allergies, a compromised immune system, or other health concerns should consult a qualified healthcare professional.

6. Estimates, Pricing, and Timelines

Any pricing, timeframes, service descriptions, examples, results, or project information appearing on the Website are general unless expressly identified as a binding written offer. Actual costs and timelines depend on project-specific circumstances, including the source and extent of damage, affected materials, contamination category, accessibility, equipment and labor, testing, engineering, permits, code requirements, weather, drying conditions, insurance decisions, and concealed damage.

A Website statement does not modify a project estimate, authorization, work order, invoice, or signed contract.

7. No Guaranteed Outcome

Because every property and loss is different, Website content does not guarantee that all moisture, mold, contamination, odors, staining, or damage can be completely eliminated; that a property can be returned to its prior condition; that concealed damage will not be discovered; that microbial growth will not recur; that a particular material can be saved; that a project will be completed by a particular date; that an insurer will approve or pay a claim; or that any particular outcome will occur.

8. Customer and Property-Owner Responsibilities

Website visitors and prospective customers are responsible for providing complete and accurate information. Property owners and authorized representatives are responsible for taking reasonable steps to protect persons and property, including shutting off water when safe, avoiding unsafe areas, contacting emergency services when necessary, notifying insurers, complying with policy requirements, and preventing unauthorized entry into affected areas.

Nothing on the Website should be interpreted as instructing anyone to enter an area containing electrical, structural, biological, chemical, fire, sewage, or other safety hazards.

9. Acceptable Use

You may use the Website only for lawful purposes. You may not:

- Attempt to gain unauthorized access to the Website, server, systems, forms, or data.
- Introduce malware, malicious code, automated attacks, or disruptive technology.
- Use bots, scraping tools, or automated systems to collect Website content or information without written permission.
- Submit false, fraudulent, threatening, defamatory, abusive, or unlawful information.
- Impersonate another person or misrepresent your authority concerning a property.
- Interfere with the operation or security of the Website.
- Use Website content in a manner that violates intellectual-property rights.
- Use the Website for unlawful, deceptive, or harmful activity.

10. Intellectual Property

Unless otherwise stated, the Website and its text, logos, photographs, graphics, layouts, icons, videos, designs, and downloadable materials are owned by or licensed to Arkansas Mold and Water and are protected by applicable law.

You may view and print reasonable portions for personal, noncommercial use. You may not reproduce, republish, distribute, modify, sell, publicly display, or commercially exploit Website content without prior written permission. Arkansas Mold and Water names, logos, and branding may not be used in a way that suggests endorsement, affiliation, or authorization.

11. Third-Party Websites and Services

The Website may link to third-party websites, maps, social-media platforms, certification organizations, manufacturers, government resources, review platforms, or other services. They are provided for convenience. Arkansas Mold and Water does not control or accept responsibility for their availability, security, accuracy, privacy practices, content, products, services, or policies. A link does not necessarily constitute endorsement.

12. Website Availability and Accuracy

We attempt to maintain accurate and useful Website content, but information may contain typographical errors, outdated material, incomplete descriptions, or technical inaccuracies. We may modify, remove, suspend, or discontinue any part of the Website without notice. We do not promise that the Website will always be available, uninterrupted, secure, current, or error-free.

13. Website Disclaimer

TO THE FULLEST EXTENT PERMITTED BY LAW, THE WEBSITE AND ITS CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE.” ARKANSAS MOLD AND WATER DISCLAIMS IMPLIED OR STATUTORY WARRANTIES RELATING TO THE WEBSITE ITSELF, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, AND SECURITY.

This paragraph is a legal disclaimer concerning use of the Website. It does not state that Arkansas Mold and Water offers a warranty service, and it does not create any warranty concerning restoration or remediation work.

14. Limitation of Liability for Website Use

TO THE FULLEST EXTENT PERMITTED BY LAW, ARKANSAS MOLD AND WATER AND ITS OWNERS, OFFICERS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, AND AGENTS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM USE OF, INABILITY TO USE, OR RELIANCE ON THE WEBSITE, INCLUDING WEBSITE INTERRUPTIONS, ERRORS, MALICIOUS CODE, THIRD-PARTY LINKS, UNAUTHORIZED ACCESS, OR RELIANCE ON GENERAL WEBSITE INFORMATION.

Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited.

15. Indemnification

To the extent permitted by law, you agree to indemnify and hold harmless Arkansas Mold and Water and its owners, officers, employees, representatives, contractors, and agents from claims, liabilities, damages, losses, and reasonable costs resulting from your unlawful or unauthorized use of the Website, information you knowingly submit that is false or unlawful, your violation of these Terms, or your violation of another person's legal rights. This provision does not require indemnification where prohibited by law.

16. Governing Law and Venue

These Terms are governed by the laws of the State of Arkansas, without regard to conflict-of-law rules. Subject to applicable law and any different dispute provision in a signed service agreement, legal proceedings arising specifically from use of the Website shall be brought in a state or federal court having jurisdiction in Pulaski County, Arkansas. You and Arkansas Mold and Water consent to the jurisdiction of those courts for Website-related proceedings.

17. Changes to These Terms

We may revise these Terms periodically. Revised Terms will be posted on this page with an updated date. Continued use of the Website after revised Terms are posted constitutes acceptance to the extent permitted by law.

18. Severability; No Waiver

If any provision is held invalid or unenforceable, it will be interpreted or limited to the minimum extent necessary, and the remaining provisions will continue in effect. Failure to enforce a provision is not a waiver of that provision or any right.

19. Contact Information

Arkansas Mold and Water, Inc.

PO Box 24438

Little Rock, AR 72221-4438

Telephone: 501-940-6653

Email: info@armoldandwater.com

Website: <https://armoldandwater.com/>