
TERMS & CONDITIONS



This Web site is offered to you, conditioned on your acceptance without modification, of the following terms, conditions, and notices contained in this agreement (the "Terms and Conditions"). Your use of this Web site constitutes your agreement to all such terms, conditions, and notices in effect at such time. We may amend these Terms & Conditions at any time without notifying all Visitors, Clients and Business Owners. Changes or amendments to the Terms and Conditions will be posted at the bottom of this page for public view and be considered effective 30 (thirty) business days from the date such changes take place.

By subscribing to RoofingTree.com ("RoofingTree"), RoofingTree.com services as a business owner, or using RoofingTree.com services as a Client, a Visitor or a Business you agree that you read and understood RoofingTree.com privacy policy and terms and conditions. If you have any questions regarding these Terms & Conditions, you may contact us at info@RoofingTree.com and from www.RoofingTree.com.

I. Introduction and Registration

The RoofingTree.com team is dedicated to offer a beneficial and creative experience to you. As a Business Owner, upon entering your information and qualifying for our services, you will receive a membership agreement email. By agreeing to the 'Statement of Ethics and Professionalism' you are eligible to become a RoofingTree.com paid listing member. This means that you agree all the obligations and responsibilities defined in the privacy policy, and terms and conditions.

Upon your registration on any place on the site or to the membership services, you may choose your own username if required. You may be asked to choose a password or RoofingTree.com will assign you a password to access the RoofingTree.com services through the Site where necessary. We require a registration process so that you may choose a member name ("Member Name" or "Login" or "Login Name") and a password, and so that we may permit you to use Services. Your Member Name will be used to identify you on RoofingTree.com as you complete your membership as an individual, entity or company (the "Member"). You may log in to RoofingTree.com, use the Services or modify your information, only through your Member Name and password. You may not have more than one account or Member Name, and have only one email address for your use of the Services. By registering, you certify that the email address you provide in the registration is accurate and belongs to you; otherwise we have the option of suspending your account with RoofingTree.com.

You are responsible for maintaining the confidentiality of your password and for any and all activities that occur under your Member Name and password. You agree to notify RoofingTree.com immediately at info@RoofingTree.com of any unauthorized use of your account. To protect your privacy and the privacy of others, RoofingTree.com uses Member Names to identify participants which is not publicized on the Site. Contact information of contractors and business owners seeking clients (the "Business Owner") is collected in order for RoofingTree.com to list the business information as identified in our services by zip code.

As a Business Owner upon entering your information and upon entering your information and qualifying for our services, you will receive a membership agreement email. By agreeing to the 'Statement of Ethics and Professionalism' you are eligible to become a RoofingTree.com paid listing member. This means that you agree all the obligations and responsibilities defined in the privacy policy, and terms and conditions. You understand that you will be asked to provide your credit card information to RoofingTree.com to complete your subscription process. RoofingTree.com guarantees that your financial information is kept securely and will not be shared with any other third parties, affiliates or any entity which is not part of RoofingTree.com. Any contact information submitted on RoofingTree.com can be shared with other RoofingTree.com LLC business listings websites.

As a RoofingTree.com Client or a Visitor looking for a contractor and the request for which you would like a Business Owner, or contractor, we will provide you with a list of Business Owners, or contractors in your area, if any, who have fulfilled our membership requirements. However, we do not guarantee that we will be able to match your service needs with a Business Owner, or contractor or that there are Business Owners, or contractors in your area that are capable or willing to complete your service needs, and who have fulfilled our membership requirements. We make no guarantees or representations regarding the skills or representations of Business Owner, or contractor or the quality of the job that he or she may perform for you if you elect to retain their services.

RoofingTree.com does not endorse or recommend the services of any particular Business Owner, or contractor. It is entirely up to Clients or Visitors to interact with business owners into a direct contract or otherwise reach agreement with a Business Owner, or contractor. RoofingTree.com does not guarantee or warrant Business Owner's or contractor's performance on the job or the outcome or quality of the services performed. The Business owner or contractors are not employees, agents, or consultants of RoofingTree.com, nor is RoofingTree.com an agent of the Business Owners. RoofingTree.com is not responsible for, and does not perform any of the services, jobs, or tasks requested by you in your request to the Business Owners. Your rights, responsibilities and counterparties rights and responsibilities under contracts you enter into with Business Owners, or contractors are governed and controlled by the terms of such contracts and by applicable federal, state, provincial and local laws. In case of any dispute with any Business Owner, or contractor, you must address such dispute with the Business Owner, or contractor directly.

RoofingTree.com does not warrant that the functions contained in these web pages or the Internet website will meet the client's requirements or that the operation of the web pages will be uninterrupted or error-free. In no event will RoofingTree.com be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website, even if RoofingTree.com has been advised of the possibility of such damages. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

You hereby agree to release and not hold RoofingTree.com, any of its managers, employees, financiers and subsidiaries responsible from any damages including incidental, consequential, natural ones or claims of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed for any interaction you might have with Business Owners, contractors, Clients or Visitors.

II. Privacy and Information

Please see our [privacy statement](#).

III. Guidelines for Use

RoofingTree.com Services and Site are only available for use by individuals who are age 18 or over. The Services and Site may not be used by scripts, machines or automated services without express written consent of the site ownership and RoofingTree.com agreement.

Roofingtree.com Services and Site may be used only for lawful purposes. You must abide by all applicable local, state, national and international laws, regulations or conventions, including without limitation the ones related to data privacy, international communications, and exportation of technical or personal data. You may not use the RoofingTree.com Services or Site for any criminal or illegal activities or any activities that might be legally actionable. RoofingTree.com reserves the right to suspend your membership if any of the above situations occur after notifying you about the cancellation.

RoofingTree.com reserves the right to determine what constitutes Internet abuse and objectionable conduct. If RoofingTree.com believes, in its sole discretion, that a violation of these Guidelines has occurred, it may take responsive action. Such action may include, but not be limited to, permanent removal of illegal or inappropriate information or content, or suspension or termination of your membership and access to RoofingTree.com Services. These violations conditions but not to entirely are:

1. Choosing and using member Name or posting, transmitting or linking to any text, images internet media that are sexually explicit, pornographic, violent, racially or ethnically objectionable or grossly offensive to the online community.
2. Posting, transmitting or linking to statements or referring to any kind of internet or published media that would violate any third party's privacy or publicity rights.
3. Posting, transmitting or linking to profane language, descriptions of situations or scenarios considered, in the opinion of
4. RoofingTree.com, inappropriate for the RoofingTree.com membership.
5. Pretending to be any person or using a name that you are not authorized to use.
6. Soliciting individuals or business owners to join other services comparable to or competitive with RoofingTree.com.
7. Posting links in descriptions or other sections that are recognized as part of the service agreement that lead to a competitor's site or a site that has services that can cannibalize RoofingTree.com services.
8. Promoting any products or services that are unlawful at the location at which the content is posted or received in the US and Canada.

9. Posting any content that infringes any third party's intellectual property rights or violates any confidentiality agreements or contracts of employment.
10. Posting, transmitting or linking to statements that are intentionally false or misleading.

If you notice a problem with other members not following these Guidelines, please notify us by contacting info@RoofingTree.com

IV. Content and Its Use

RoofingTree.com enables Members to contact RoofingTree.com for questions, information, comments and post company information as defined in the Services ("Your Content") to its Site. When you post Your Content to the Site as defined in the services and in the privacy policy, you understand and agree that Your Content can be viewed by other Members, or internet users (the "Visitors") or people who are looking for contractors (the "Clients") who visit the Site.

You represent and warrant that you own or otherwise control all of the rights to Your Content and that use of Your Content by RoofingTree.com and its affiliates will not breach upon or violate the rights of any third party. Before you use RoofingTree.com Services to post any information or content that is protected by intellectual property laws, you shall have acquired the legal right to do so from the owner or authorized licensee of such information or content.

By registering with RoofingTree.com and posting Your Content on the Site, you hereby grant RoofingTree.com a non-exclusive, perpetual, binding, unrestricted, transferable, fully sub-licensable, worldwide, royalty-free license to use, distribute, display, reproduce, perform, modify, adapt, publish, translate and create derivative works from Your Content in any form, media or technology, whether now known or hereafter developed. You also grant RoofingTree.com, its subsidiaries, its affiliates and sub-licensees the right to use the Member Name that you submit with Your Content for purposes of attribution. Any financial information you submit will not be shared with any affiliates of RoofingTree.com, or third-parties. If you do not wish to have Your Content attributed to you, then you must notify RoofingTree.com at info@RoofingTree.com.

V. RoofingTree.com Property Rights

The design, concept, layout, structure and organization of the RoofingTree.com Site and Services are subject to RoofingTree.com ownership rights, copyrights and other intellectual property rights. All rights are reserved.

You acknowledge and agree that RoofingTree.com owns all right, title and interest in (i) the Services; (ii) the Site; (iii) the technology available on the Services or the Site; and (iv) all copyrights, trademarks and other intellectual property rights therein. Any use of the RoofingTree.com Services, Site, technology, content, copyrights, trademarks or other intellectual property rights, other than as described in these terms and conditions, is not licensed and is strictly prohibited. You agree that you will obtain the express written permission from RoofingTree.com before you copy, upload, transmit, reproduce, distribute or in any way exploit any RoofingTree.com Services, content, technology and/or the copyrights, trademarks or the other intellectual property rights, obtained through the RoofingTree.com Site.

VI. Free and Paid Services

You acknowledge and agree that your use of the RoofingTree.com services is for your personal use as a Client and commercial use if you are Business owner or a contractor. You agree that all of your content and information posted on the RoofingTree.com Web site, including but not limited to Business Owner profiles and Ratings & Reviews (including any ratings and reviews provided by you), is the sole and exclusive property of RoofingTree.com. You agree that you have no right to reproduce, post, publish, or otherwise use such information other than for your personal use relating to your service request. It is your responsibility to check your account regularly to ensure your information is accurate.

You acknowledge that a violation of the above mentioned could result in significant damages, and you agree that you are liable to RoofingTree.com for any such damages, and will indemnify RoofingTree.com in the event of any third party claims against RoofingTree.com based on or arising from your violation of the abovementioned actions. We reserve the right to withdraw your access to the RoofingTree.com Web site and services at any time. All information except financial information about Business Owners, or contractors is open to public and for your personal use only. If it is determined or suspected by RoofingTree.com in its sole discretion that you are misusing or attempting to misuse the RoofingTree.com services or system, or are using or attempting to use them for any inappropriate, non-personal, or commercial purposes, including but not limited to activities such as hacking, infiltrating, fraud, advertising, jamming or spamming, RoofingTree.com reserves the right, in its sole discretion, to immediately terminate your access without notice and to initiate without notice appropriate legal actions or proceedings to seek appropriate remedies and/or damages, including but not limited to lost revenue, repairs, legal fees, costs and expenses, and to seek injunctions or other equitable remedies.

Services will be available within 72 hours of the initial order. However, in some isolated cases, the service availability can take up to 5 days.

Service ("Membership")

Contact information of Business Owner is collected in order for RoofingTree.com to list the business information as identified in our services. This collected information may be stored on our servers in more than two locations only in the United States. This information will be published on the internet and shared with other Business Owners, Visitors and the Clients. You will receive a membership agreement email which is sent after subscribing to RoofingTree.com services. RoofingTree.com reserves the full rights to change, add to, modify, remove, upgrade the features of, or discontinue services at any time with or without notice.

Standard Services

Contact information of Business Owner collected in order for RoofingTree.com to list the business information as identified in our paid standard services. This collected information may be stored on our servers in more than two locations only in the United States. This information may be kept as identified in the membership agreement which is sent to the Business Owner by email after subscribing and qualifying for RoofingTree.com services. Financial information (such as credit card number, expiration date) is collected from the Business Owner to provide the paid services agreed by the Business Owner. No financial information is shared with any third parties, or affiliates of RoofingTree.com.

This information will be published on the internet and shared with other Business Owners, Visitors and the Clients. You will receive a membership agreement email which is sent after subscribing and qualifying for RoofingTree.com services.

RoofingTree.com reserves the full rights to change, add to, modify, remove, upgrade the features of, or discontinue standard services at any time not before than 30 (thirty) business days after informing all standard service members.

Premium Services

Contact information of Business Owner is collected in order for RoofingTree.com to list the business information as identified in our paid premium services. This collected information may be stored on our servers in more than two locations only in the United States. This information may be kept as identified in the membership agreement which is sent to the Business Owner by email after subscribing and qualifying for RoofingTree.com services. Financial information (such as credit card number, expiration date) is collected from the Business Owner to provide the paid services agreed by the Business Owner. No financial information is shared with any third parties, or affiliates of RoofingTree.com.

This information will be published on the internet and shared with other Business Owners, Visitors and the Clients. You will receive a membership agreement email which is sent after subscribing and qualifying for RoofingTree.com services. RoofingTree.com reserves the full rights to change, add to, modify, remove, upgrade the features of, or discontinue premium services at any time not before than 30 (thirty) business days after informing all premium service members.

Resolution Process

We cannot guarantee the work performed by a listed Business Owner, or contractor, and we have no obligation to you with regard to your relationship with a Business Owner.

VIII. Links

The links in the RoofingTree.com Web site will let you leave the RoofingTree.com Web site. The linked sites are not under the control of RoofingTree.com and RoofingTree.com is not responsible for the contents or functionality of any linked site or any link contained in a linked site, or any changes or updates to such sites. RoofingTree.com is not responsible for any form of transmission received from any linked site. RoofingTree.com is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by RoofingTree.com of the site.

IX. Terms, Termination, Charges and Cancellation

These terms shall be effective for as long as you use the Services. Either you or RoofingTree.com may terminate these terms with or without cause, upon thirty (30) days notice to the other party. RoofingTree.com may terminate Services or your membership immediately if, based on RoofingTree.com sole judgment, it determines that you have (i) breached Privacy Policy, Terms and Conditions or the Guidelines established for the use of RoofingTree.com Services or Site, (ii) infringed or violated any intellectual property right of RoofingTree.com or (iii) infringed or violated any intellectual property right or privacy or publicity right of a third party. The termination of your membership shall terminate your access to the Services. Neither RoofingTree.com nor any RoofingTree.com Affiliate shall be liable to you or to any third party for termination of the Services for any reason. The termination of your subscription does not relieve you of your obligation to pay any Fees accrued or payable for use of the Services prior to the effective date of termination of your agreement.

You authorize RoofingTree.com LLC, or its agent to automatically bill the credit card you identify, for the initial purchase price and the subscription fees, plus any applicable taxes and other fees, according to the Services subscription payment term you selected during your initial purchase. Monthly, quarterly, 6 months or annual subscriptions will be charged each month on the calendar date corresponding to the date of initial purchase. All information that you provide to must be accurate, complete, and current, and you must be authorized to use the credit card that you identify.

You may cancel your RoofingTree.com subscription at any time by contacting RoofingTree.com via email at info@RoofingTree.com.

If you cancel the Services subscription, the Services will be disabled and RoofingTree.com will not be obligated to provide you any service identified in the terms and conditions. You may continue to use RoofingTree.com services after canceling your subscription. If you cancel your purchase within the first 30 (thirty) days after your subscription start date, you will receive a full refund of your purchase price less any membership and marketing fees. No other refund or partial refund will be made after 30 (thirty) days. You understand and agree that cancellation of your Services subscription is your sole right and remedy with respect to any dispute with RoofingTree.com.

If your credit card is refused or expired at the time of the RoofingTree.com services subscription renewal, the subscription will terminate.

You agree to notify RoofingTree.com about any billing problems or discrepancies within 60 (sixty) days after they first appear on your account statement. If you do not bring them to RoofingTree.com attention within 60 (sixty) days, you agree that you waive your right to dispute such problems or discrepancies. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution.

X. Prices and Price Increases

The price of the services shall be as shown on our website at the date of the acceptance of the order. However, RoofingTree.com reserves the right to make changes to the pricing for any of its services by sending e-mail or other notification of such changes to its clients including but not limited to business owners, contractors, affiliates and partners. If any proposed change is not acceptable, then RoofingTree.com clients may terminate the service at any time before the changes take effect by providing written notice of such termination to RoofingTree.com.

XI. Disclaimers

RoofingTree.com uses the following criteria as part of its registration enrollment process ("registration") for new Business Owners, or contractors applying for membership in our network. RoofingTree.com will review and verify the content of postings and Member information at its Site. You may review each Business Owner's information including their profile, or their Name as part of membership agreement. RoofingTree.com confirms at the time of a Business Owners, or contractors registration, that prospective new Business Owners, or contractor members have all applicable required information entered and is accurate, true and current. RoofingTree.com does not make any representations or warranties as to the accuracy or completeness of the information provided by the third party services. You agree that use of RoofingTree.com Services is at your sole risk. The site and the services are provided on an as is basis. RoofingTree.com makes not representations or warranties of any kind. Member Business Owner or contractor information confirmed as described above may change or expire over time. RoofingTree.com attempts to maintain accurate and up-to-date information, and confirms changes when notified, However RoofingTree.com cannot guarantee that information and content provided by Business Owners is accurate all the time. Therefore, we recommend that before working with a Business Owner, or contractor you verify that information presented is still current, valid, and acceptable to you.

RoofingTree.com allows Business Owners, or contractors to post profiles about themselves and their business on the RoofingTree.com Web site. RoofingTree.com does not review or verify the information or representations set forth in those profiles, as they are self-reported by the Business Owner, or contractor. RoofingTree.com does not make any representations or warranties that members are appropriately licensed, free of bankruptcies or civil or criminal legal judgments, or carry appropriate general liability insurance or bonding at the time of registration, during the period they are members, or thereafter. As circumstances can change daily, RoofingTree.com advises consumers to check these matters for themselves especially at future dates. The above procedures may change from time to time at the sole discretion of RoofingTree.com. RoofingTree.com might start to exercise the use of commercially reasonable methods to check these matters without any notice. RoofingTree.com explicitly disclaim any and all kind of warranties relating to the information obtained from Business Owners, fitness for a particular use, or that information is accurate, current, true or valid.

XII. Indemnification

RoofingTree.com provides its Services and Site to Members, Visitor and Clients (the "All Users") on the assumption that All Users will act professionally and responsibly. If they do not, All Users must accept full responsibility for their actions.

As a Member, you agree to defend, assure and hold harmless RoofingTree.com, its officers, directors, employees and agents from and against all claims, demands, actions, suits, damages, liabilities and costs, including reasonable attorneys' and experts' fees, related to or arising from

1. any claim or contention that Your Content or your information and data infringes any third party's patent, copyright or other intellectual property rights or violates any third party's rights of privacy or publicity,
2. any breach of your covenants under this Agreement,
3. your use of the Services or the Site,
4. any defamatory, or illegal material contained within Your Content or your information and data,
5. all conduct and activities occurring under your Member Name and password,
6. any third party's access or use of Your Content or your information and data.

RoofingTree.com reserves the right without any obligation, at its own expense, to participate in the defense of any matter otherwise subject to indemnification from you. You shall not settle any such claim or liability without the prior written consent of RoofingTree.com.

XIII. Severability and Assignment

If any condition of this Agreement or part thereof is held to be invalid, void or unenforceable, the remaining part, sections, or terms shall continue to be in effect and legitimate. Your rights and obligations under these terms and conditions shall not be transferred or assigned directly or indirectly without the prior written consent of RoofingTree.com.

XIV. Consumer Rights and Privacy

If you should have any complaints about RoofingTree.com or Services, or need further information about the Services, contact RoofingTree.com Support at info@RoofingTree.com. If you have question about privacy please review our privacy policy and contact us at info@RoofingTree.com. If you have any questions about general terms and conditions please review terms & conditions and contact us at info@RoofingTree.com.

XV. General Provisions, Legal Notice and Jurisdictions

You agree that the RoofingTree.com services are provided to you on an as is basis without any warranty whatsoever, and your sole, and RoofingTree.com's sole obligation to you or any third party for any claim arising out of your use of the RoofingTree.com services or the RoofingTree.com Web site, is that you are free to discontinue your use of the RoofingTree.com services or the RoofingTree.com Web site at any time.

If any condition of these Terms and Conditions shall be deemed unlawful, void or unenforceable, for any reason, by any court or competent jurisdiction that condition shall be modified in order to make it enforceable, while preserving the gist of the condition. If modification is not possible, it shall not affect the validity and enforceability of the remaining terms. The failure of RoofingTree.com to exercise or enforce any right or condition of the Terms and Conditions shall not constitute a waiver of such right or condition.

This Site is controlled and operated from the RoofingTree.com offices in Keller, Texas USA. RoofingTree.com has no responsibility or ownership of the content the links provided by Members and RoofingTree.com do not control or operate those links. You agree that all matters arising from or relating to the use and operation of the Site and Services, and these Terms and

Conditions shall be governed by the laws of the State of Texas and the United States of America, without regard to conflicts of laws principles in other states or countries.

This Agreement also shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America. You agree to submit to jurisdiction in Texas and that any claim arising under these Terms and Conditions will be brought solely in a court in Texas. The federal and state courts of the State of Texas located in Keller, Texas USA shall have exclusive jurisdiction to arbitrate any dispute arising out of these Terms and Conditions or arising from or relating to the operation or use of the Site or Services.

You are in full agreement of (i) the personal jurisdiction of such courts over you; and (ii) of process by either email or mail sent to the address you provide as part of your membership or submission of your content to RoofingTree.com.

XVI. Notices

Except as explicitly stated otherwise, all notices permitted or required under these terms and conditions shall be by email, to RoofingTree.com at info@RoofingTree.com, and to you at the email address you provide RoofingTree.com during the registration process. Unless the sending party is notified that the email address is invalid, notice shall be deemed given 3 (three) business days after email is sent. Evidence of successful transmission shall be kept. RoofingTree.com may modify the terms of privacy policy and the terms & conditions at its sole discretion by posting modifications on its website or sending messages to members. Your continued use of the Services after notice of modifications constitutes your acceptance and approval of the modifications. If you do not agree to the modifications, you should cancel your membership to the Services and terminate this Agreement in 5 (five) business days after email is sent or announcement has been published on the Site.

XVII. Questions, concerns and comments

If you have questions regarding these terms and conditions, have questions, concerns, comments or complaints; you should contact info@RoofingTree.com by clicking on the link. You should receive acknowledgement of your inquiry in two business days.

RoofingTree.com corporate headquarters are located at:
1540 Keller Parkway
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Keller, TX 76248
817.441.0902
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