



## **1. Acceptance of the Terms of Service**

Welcome to Mesler Roofing and Exteriors! (a.k.a. "we" or "us" or the "Company"). We are excited to have you as user and member of the community. The following terms and conditions (collectively, these "Terms of Service") apply to your use of meslerexteriors.com, including any content, functionality and services offered on or via meslerexteriors.com (the "Website"). The Terms of Service also include our Privacy Policy, that you can review here: [Privacy Policy](#)

We want to keep our relationship with you as lean and informal as possible, but please read the Terms of Service carefully before you start using Mesler Exteriors, because by using the Website you accept and agree to be bound and abide by these Terms of Service.

Should you disagree with some of the provisions herein, you can choose to leave the website.

## **2. Changes to the Terms of Service and the Website**

We reserve the right to update the Website and these Terms of Service from time to time, at our discretion. We will make sure to announce any major change in a prominent way. Your continued use of the Website following the publishing of updated Terms of Service means that you accept and agree to the changes.

## **3. Accessing the Website, Security and Privacy**

We can't guarantee that the Website will be up and running 24/7. We also reserve the right to suspend or restrict access to some features to users. In any case, we will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period, nor for any data loss (see also section 7 below).

It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. In the future, you may be asked to provide certain registration details or other information. As custom for internet websites, we reserve the right to disable any user account, at any time in our sole discretion for any or no reason, including, if in our opinion you have failed to comply with any provision of these Terms of Service.

We use SSL encrypted browsing for all logged-in users, but we cannot guarantee that all use will be secure. We also do not guarantee that the Website or any content

provided on the Website is error free. We manage your personal data according to our Privacy Policy.

#### **4. Intellectual Property Rights and Use Guidelines.**

The Website and its original content, features and functionality (including look!), are owned by Mesler Exteriors and Roofing, and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You agree to not copy, modify, create derivative works of, publicly display, publicly perform, republish, any of our copyrighted material, except to the extent permitted by the Website itself. If you have doubts about whether and how to use of material on the Website, please address your concerns to: [support@meslerroofing.com](mailto:support@meslerroofing.com)

For purposes of these Terms of Service, the term “Content” includes, without limitation, information, data, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Website. For the purposes of these Terms of Service, “Content” also includes all User Content (as defined below).

All Content added, created, uploaded, submitted, distributed, or posted to the Website by users (collectively “User Content”), whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. You represent that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. You acknowledge that all Content, including User Content, accessed by you using the Website is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not guarantee that any Content you access on or through the Website is or will continue to be accurate.

By submitting public User Content through the Website, you hereby do and shall grant us a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable and transferable license to use, edit, modify, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Content in connection with the Website and our (and our successors’ and assigns’) businesses, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party websites and feeds). You also hereby do and shall grant each user of the Website a non-exclusive, perpetual license to access your User Content through the Website, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such User Content. For clarity, the foregoing license grants to us and our users does not affect your other ownership or license rights in your User Content, including the right to grant additional licenses to your User Content, unless otherwise agreed in writing.

You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

We do not guarantee that any Content will be made available on the Website. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated these Terms of Service), or for no reason at all and (ii) to remove or block any Content from the Website.

You are permitted to use the Website for your personal, non-commercial use, or legitimate business purposes, provided that your activities are lawful and in accordance with these Terms of Service. Prohibited uses include violation of laws and regulations, hacking the Website in any manner, or violating the Content Standards set below. No right, title or interest in or to the Website or any content on the site is transferred to you, and all rights not expressly granted are reserved. Any use of the Website not expressly permitted by these Terms of Service is a breach of these Terms of Service and can lead to account termination.

We encourage your feedback, in the form of reviews, comments, and suggestions or recommendations for modifications, improvements or changes to the Services or the Site that you may choose in your sole discretion to provide us from time to time ("Feedback"). When you provide Feedback, you grant us, under all right, title and interest in and to the Feedback, a non-exclusive, royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use that Feedback or to incorporate it into the Website or other products or services.

The Website may contain Content specifically provided by us, our partners or our users and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Website.

## **5. Disclaimer of Warranties, Limitations of Liability and Indemnification.**

Your use of the website is at your sole risk. The service is provided "as is" and "as available". We disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. We are not liable for damages, direct or consequential, resulting from your use of the Website, and you agree to defend,

indemnify and hold us harmless from any claims, losses, liability costs and expenses (including but not limited to attorney's fees) arising from your violation of any third-party's rights. You acknowledge that you have only a limited, non-exclusive, nontransferable license to use the Website. Because the Website is not error or bug free, you agree that you will use it carefully and avoid using it ways which might result in any loss of your or any third party's property or information.

## **6. Governing Law and Jurisdiction**

These Terms of Service and any dispute or claim arising out of, or related to them, shall be governed by and construed in accordance with the internal laws of the State of Kansas without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of, or related to, these Terms of Service or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Kansas.

## **7. Waiver and Severability**

Our failure to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Mesler Exteriors and govern your use of the service, superseding any prior agreements (including, but not limited to, any prior versions of the Terms of Service). If any provision of these Terms of Service is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.