Terms & Conditions

Agreement Between You and Rooted Transaction Services

Welcome to RootedTransactionServices.com (the “Site”). The Site is offered to you conditioned on your acceptance, without modification, of the terms, conditions, and notices contained in this agreement (the “Terms”). Your use of the Site constitutes your agreement to these Terms. Please read them carefully and keep a copy for your records.

Rooted Transaction Services provides real estate virtual assistance and related services.

Electronic Communications

Visiting the Site or sending emails to Rooted Transaction Services constitutes electronic communication. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide electronically, including by email or through the Site, satisfy any legal requirement that such communications be in writing.

Children Under Thirteen

Rooted Transaction Services does not knowingly collect personal information from children under 13, either online or offline. If you are under 13, you may use the Site only with the permission of a parent or guardian.

Links to Third-Party Sites and Services

The Site may contain links to other websites (“Linked Sites”). Linked Sites are not under the control of Rooted Transaction Services, and we are not responsible for their content, including any links they contain or any changes or updates to them. We provide these links as a convenience. The inclusion of a link does not imply our endorsement of the Linked Site or any association with its operators.

Certain services available through the Site may be provided by third-party websites or organizations. By using a product, service, or feature made available through the Site, you acknowledge that Rooted Transaction Services may share information and data with a third party with whom we have a contractual relationship when necessary to provide the requested product, service, or feature to users and customers.

No Unlawful or Prohibited Use; Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use the Site strictly in accordance with these Terms. As a condition of using the Site, you represent that you will not use it for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner that could damage, disable, overburden, or impair it, or interfere with another party’s use and enjoyment of the Site. You may not obtain or attempt to obtain materials or information through any means that are not intentionally made available through the Site.

All content included as part of the services offered through the Site, including text, graphics, logos, images, compilations, and software, is the property of Rooted Transaction Services or its suppliers and is protected by copyright and other intellectual-property laws. You agree to observe all copyright and proprietary notices, legends, and restrictions contained in such content and not to alter them.

You may not modify, publish, transmit, reverse engineer, participate in the transfer or sale of, create derivative works from, or otherwise exploit any content found on the Site, in whole or in part. Content from Rooted Transaction Services is not for resale. Your use of the Site does not authorize you to make unauthorized use of protected content. In particular, you may not delete or alter proprietary-rights or attribution notices. You may use protected content only for your personal use and may not use it for any other purpose without the express written permission of Rooted Transaction Services and the applicable copyright owner. You do not acquire

ownership rights in protected content. We grant no express or implied license to our intellectual property or that of our licensors except as expressly authorized by these Terms.

International Users

The Site is controlled, operated, and administered by Rooted Transaction Services from the United States. If you access the Site from outside the United States, you are responsible for complying with all applicable local laws. You agree not to use the Site or its content in any country or manner prohibited by applicable laws, restrictions, or regulations.

Indemnification

You agree to indemnify, defend, and hold harmless Rooted Transaction Services, its officers, directors, employees, agents, and third parties from losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising from your use of, or inability to use, the Site or services; user postings made by you; your violation of these Terms; your violation of a third party's rights; or your violation of applicable laws, rules, or regulations. Rooted Transaction Services reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In that event, you agree to cooperate fully with Rooted Transaction Services in asserting any available defenses.

Arbitration

If the parties cannot resolve a dispute arising out of or relating to these Terms, whether in contract, tort, or otherwise, at law or in equity, the dispute will be resolved by final and binding arbitration under the Federal Arbitration Act. The arbitration will be conducted by a single neutral arbitrator and administered by the American Arbitration Association or another arbitration service selected by the parties, at a location mutually agreed upon by the parties. The arbitrator's award will be final, and judgment may be entered on the award in any court with jurisdiction.

In any legal or equitable action, proceeding, or arbitration arising out of or relating to these Terms, the prevailing party will be entitled to recover its costs and reasonable attorneys' fees. The parties agree to arbitrate all disputes and claims relating to these Terms, whether directly or indirectly, including tort claims arising from these Terms. The Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitrator will determine the entire dispute, including the scope and enforceability of this arbitration provision. This provision survives termination of these Terms.

Liability Disclaimer

The information, software, products, and services included in or available through the Site may contain inaccuracies or typographical errors. Information on the Site may be updated periodically. Rooted Transaction Services and/or its suppliers may make improvements or changes to the Site at any time.

To the maximum extent permitted by applicable law, Rooted Transaction Services and its suppliers make no representations about the suitability, reliability, availability, timeliness, or accuracy of the information, software, products, services, or related graphics contained on the Site for any purpose. All such information, software, products, services, and related graphics are provided "as is," without warranty or condition of any kind. Rooted Transaction Services and its suppliers disclaim all warranties and conditions concerning these materials, including implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

To the maximum extent permitted by applicable law, Rooted Transaction Services and its suppliers will not be liable for any direct, indirect, punitive, incidental, special, or consequential damages, or any other damages, including damages for loss of use, data, or profits, arising out of or in any way connected with use of or inability to use the Site or related services; the provision of or failure to provide services; information, software, products, services, or related graphics obtained through the Site; or otherwise arising from use of the Site, whether based on contract, tort, negligence, strict liability, or otherwise, even if Rooted Transaction Services or its suppliers have been advised of the possibility of such damages. Some states or jurisdictions do not allow

the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you. If you are dissatisfied with any part of the Site or these Terms, your sole and exclusive remedy is to discontinue using the Site.

Termination and Access Restriction

Rooted Transaction Services reserves the right, in its sole discretion, to terminate your access to the Site, related services, or any portion of them at any time and without notice. To the maximum extent permitted by law, this agreement is governed by the laws of North Carolina. You consent to the exclusive jurisdiction and venue of courts in North Carolina for disputes arising out of or relating to use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Rooted Transaction Services as a result of this agreement or your use of the Site. Rooted Transaction Services' performance under this agreement does not limit its right to comply with governmental, court, or law-enforcement requests or requirements relating to your use of the Site or information provided to or collected by Rooted Transaction Services in connection with that use.

If any part of this agreement is determined to be invalid or unenforceable under applicable law, including the warranty disclaimers and liability limitations above, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely reflects the intent of the original provision. The remainder of the agreement will remain in effect.

Unless otherwise specified in these Terms, this agreement constitutes the entire agreement between you and Rooted Transaction Services concerning the Site and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, concerning the Site. A printed version of this agreement and any notice given electronically will be admissible in judicial or administrative proceedings based on or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The parties expressly wish that this agreement and all related documents be written in English.

Changes to These Terms

Rooted Transaction Services reserves the right, in its sole discretion, to change the Terms under which the Site is offered. The most current version will supersede all previous versions. We encourage you to review these Terms periodically to stay informed of updates.

Contact Us

Rooted Transaction Services welcomes your questions or comments regarding these Terms.

Rooted Transaction Services
Email: WSmith@RootedTransactionServices.com
Phone: 980-202-2510
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