SidingMagazine.com Terms of Use - Homeowners & Property Owners

This website and SidingMagazine.com's services are offered to you, conditioned on your acceptance without modification, of the following terms, conditions, and notices contained in this agreement (the "Terms of Use"). Your use of this website constitutes your agreement to all such terms, conditions, and notices in effect at such time. At our discretion we may change or amend these Terms by posting a revised version on the SidingMagazine.com website.

At SidingMagazine.com we are committed to delivering a smooth online user experience and work hard to build an outstanding network of professional installers we can refer to. We reserve the right to forward any and all information provided by you to a service professional interested in contacting you to discuss your project needs. By using SidingMagazine.com's contractor referral service, you acknowledge that SidingMagazine.com is not acting as your representative, general contractor, or advisor. We're simply trying to help you connect to professional contractors in your area that might, at your discretion, be worth talking to about your siding project. It is your sole responsibility to interview, negotiate with, and select a contractor. If you think it is necessary, please consider consulting with an attorney, insurance professional, or other advisor regarding contracts, agreements, permits, and other job documentation. We do not guarantee we will always successfully match you to a service professional. We do not guarantee that any or all service professionals contacted are either able or willing to complete your project. We make no guarantees or representations regarding the skills of such service professional or the quality of the job that he or she may perform for you if you elect to hire him or her. SidingMagazine.com does not guarantee or warrant the pricing or discounts that a service professional may offer you. To contract with a service professional, you must work directly with the service professional. The service professionals are not employees or agents of SidingMagazine.com, nor is SidingMagazine.com an agent of the service professionals. Your rights under contracts you enter into with service professionals are governed by the details of that agreement and by applicable federal, state, provincial and local laws. YOU HEREBY AGREE TO RELEASE SIDINGMAGAZINE.COM (AND OUR OFFICERS, DIRECTORS, AFFILIATES, ADVERTISERS, EMPLOYEES, AGENTS AND ANY OTHER PERSON, FIRM, OR ENTITY) OF EVERY KIND OR NATURE, SUSPECTED AND UNSUSPECTED, KNOWN AND UNKNOWN, AND DISCLOSED OR UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES AND YOUR DEALINGS WITH SERVICE PROFESSIONALS. INFORMATION YOU PROVIDE TO US. By providing personal information to us through a "service request", "free estimate", "get a price", "get a quote" form or any variation of the like, you are requesting to be contacted, and you expressly consent to being contacted by one or more service providers by any method including but not limited to phone, fax, email, or mail even if you are listed on any federal, state, provincial or other applicable "Do Not Call" list.

Any websites linked to from SidingMagazine.com are not under the control of SidingMagazine.com and SidingMagazine.com is not responsible for the contents of any linked site. Your use of such third party linked sites is governed by the terms and conditions, and privacy policies, of such linked sites. A link from SidingMagazine.com to another website does not denote endorsement by SidingMagazine.com of said website.

GENERAL PROVISIONS. You acknowledge and agree that the SidingMagazine.com services are provided to you on an "AS IS" basis without any warranty whatsoever, and your sole and exclusive remedy, and SidingMagazine.com's sole obligation to you or any third party for any claim arising out of your use of the SidingMagazine.com services or the SidingMagazine.com Web site, is that you are free to discontinue use of the SidingMagazine.com website at any time. SIDINGMAGAZINE.COM EXPRESSLY DISCLAIMS ANY

IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND YOU AGREE THAT SIDINGMAGAZINE.COM SHALL HAVE NO LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF SIDINGMAGAZINE.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF THIS AGREEMENT OR ANY CONSEQUENCES WHICH FLOW FROM IT. SOME STATES AND PROVINCES DO NOT ALLOW LIMITATIONS ON OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH STATES AND PROVINCES, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. The Terms and Conditions will insure to the benefit of SidingMagazine.com's successors, assigns and licensees. If any provision of these Terms and Conditions shall be deemed unlawful, void or unenforceable, for any reason, by any court of competent jurisdiction that provision shall be modified in order to make it enforceable, while maintaining the spirit of the provision. Alternatively, if modification is not possible, such provision shall be stricken and shall not affect the validity and enforceability of the remaining terms. The failure of SidingMagazine.com to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the SidingMagazine.com services or the Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms and Conditions are for convenience only and have no legal or contractual effect. These Terms and Conditions are governed by the laws of the State of Massachusetts (MA) as such laws are applied to agreements entered into and to be performed entirely in the State of MA and between MA residents. You agree to submit to jurisdiction in MA and that any claim arising out of or related to these Terms and Conditions will be brought solely in a court in Middlesex County, MA. These Terms and Conditions constitute the entire agreement between you and SidingMagazine.com and supersede all oral and written negotiations or representations of the parties with respect to the subject matter hereof. These Terms and Conditions may not be modified or amended other than by an agreement signed by both parties.

© 1999-2012 SidingMagazine.com, Inc. All rights reserved.