

TERMS AND CONDITIONS

Last updated: November 12, 2024

Interpretation and Definitions

Interpretation

Words with capitalized initial letters have specific meanings defined below. These definitions apply whether the terms appear in singular or plural.

Definitions

For the purposes of these Terms and Conditions:

- Country refers to: Texas, United States.
- Company (referred to as either "the Company," "We," "Us," or "Our" in this Agreement) refers to K2C Development LLC, 4500 Williams Drive, Suite 212 #201, Georgetown, TX 78633.
- Device means any device that can access the Service, such as a computer, a cell phone, or a digital tablet.
- Service refers to the Website.
- Terms and Conditions (also referred to as "Terms") are these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- Third-party Social Media Service means any services or content (including data, information, products, or services) provided by a third party that may be displayed, included, or made available by the Service.
- Website refers to K2C Remodeling, accessible from <https://www.k2cremodeling.com>.
- "You" means the individual accessing or using the Service, or the company or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

These Terms and Conditions govern the use of this Service and form the agreement between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users, and others who access or use the Service.

By accessing or using the Service, You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions, You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes our policies and procedures on the collection, use, and disclosure of your personal information when You use the Application or the Website. It outlines Your privacy rights and protections under the law. Please read Our Privacy Policy carefully before using Our Service.

Privacy Policy and Data Sharing

We are committed to protecting your privacy and managing your data responsibly. We only use the personal information you provide for internal business purposes and to deliver the Service. We do not share your personal information with any affiliates, third parties, or external entities. All data you provide is kept strictly within the Company and is used solely to support your interaction with Our Service.

Furthermore, any consent you provide for SMS communication is used exclusively for communications directly from the Company. We will not share, disclose, or distribute SMS data to any third parties.

Links to Other Websites

Our Service may contain links to third-party websites or services not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party websites or services that You visit.

Termination

We may terminate or suspend your access immediately, without prior notice or liability, for any reason, including but not limited to a breach of these Terms and Conditions.

Upon termination, your right to use the Service will cease immediately.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of these Terms and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if you haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data, or other information, business interruption, personal injury, or loss of privacy) arising out of or in any way related to the use of or inability to use the Service, third-party software, and/or third-party hardware used with the Service, or otherwise in connection with any provision of these Terms, even if the Company or any supplier has been advised of the possibility of such damages.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, meaning that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" with all faults and defects, without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its affiliates and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory, or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and warranties arising from course of dealing, course of performance, usage, or trade practice.

Without limitation to the foregoing, the Company provides no warranty or undertaking and makes no representation that the Service will meet Your requirements, achieve any intended results, be compatible with other software, applications, systems, or services, operate without interruption, meet any performance or reliability standards, or be error-free.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on statutory consumer rights, so some or all of the above exclusions and limitations may not apply. In such cases, the exclusions and limitations in this section will apply to the maximum extent permissible under applicable law.

Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern these Terms and your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country subject to a United States government embargo or that has been designated by the United States government as a "terrorist-supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish its objectives to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or require performance under these Terms shall not affect a party's ability to exercise such right or require performance at any time thereafter, nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Changes to These Terms and Conditions

We reserve the right to modify or replace these Terms at Our sole discretion at any time. If a revision is material, We will make reasonable efforts to provide at least 30 days' notice before any new terms take effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, please stop using the Service.

Contact Us

If You have any questions about these Terms and Conditions, You can contact us:

- By email: chris@k2cremodeling.com
- By visiting this page on our website: <https://www.k2cremodeling.com/contact>

MOBILE MESSAGING TERMS AND CONDITIONS

K2C Development LLC (“K2C Remodeling,” “we,” or “us”) operates a mobile messaging program (the “Program”) subject to these Mobile Messaging Terms and Conditions (these “Mobile Messaging Terms”). The Program and our collection and use of your personal information is also subject to our Terms and Conditions. By enrolling, signing up, or otherwise agreeing to participate in the Program, you accept and agree to these Mobile Messaging Terms.

Program Description:

We may send promotional and transactional mobile messages in various formats through the Program. Promotional messages advertise and promote our services and may include promotions, specials, and other marketing offers. Transactional messages relate to an existing or ongoing transaction and may include bid request follow-up text messages, project information, and updates. Mobile messages may be sent using automated technology.

Message frequency will vary but will not exceed 4 messages per week. You agree that we may send you messages regarding the foregoing topics or any topic and that such messages and/or calls may be made or placed using different telephone numbers or short codes, except in connection with marketing purposes. We do not charge for mobile messages sent through the Program, but you are responsible for any message and data rates imposed by your mobile provider, as standard data and message rates may apply for short message service and multimedia message alerts.

Data Sharing Policy:

The data collected from your participation in the Program is used exclusively by K2C Development LLC to facilitate communications related to our services and is not shared with any affiliates or third-party organizations. This ensures that your information remains confidential and is used solely for communication related to K2C Development LLC.

User Opt-In:

By providing your mobile phone number to us, you voluntarily opt into the Program and agree to receive recurring automated promotional and transactional mobile messages from us at the mobile phone number associated with your opt-in, even if such number is registered on any state or federal “Do Not Call” list. You agree that any mobile phone number you provide to us is a valid mobile phone number of which you are the owner or authorized user. If you change your mobile phone number or are no longer the owner or authorized user of the mobile phone number, you agree to promptly notify us at chris@k2cremodeling.com. Your participation in the Program does not require any purchase from us and is completely voluntary.

User Opt-Out and Support:

You may opt out of the Program at any time. To opt out and stop receiving mobile messages from us, reply STOP, QUIT, CANCEL, OPT-OUT, and/or UNSUBSCRIBE to the mobile number the message is sent from. Upon receiving your opt-out request, we will cease all automated messaging immediately, though you may receive a one-time opt-out confirmation message as your request is processed. You understand and agree that the foregoing is the only reasonable method of opting out.

If you want to join the Program again, just sign up as you did the first time, and we will start sending messages to you again. For support, reply HELP to any mobile message from us. Our mobile messaging platform may not recognize requests that modify the foregoing commands, and you agree that we and our service providers will not be liable for failing to honor requests that do not comply with these Mobile Messaging Terms.

We may also change the telephone number or short code we use to operate the Program, and we will notify you of any such change. You acknowledge that any requests sent to a telephone number or short code that has been changed may not be received by us, and we will not be responsible for failing to honor a request sent to a changed number or short code.

Disclaimer of Warranty and Liability:

The Program is offered on an “as-is” basis and may not be available in all areas, at all times, or on all mobile providers. Participation in the Program does not create any contractual obligation for K2C Development LLC to maintain the Program indefinitely. You agree that neither we nor our service providers will be liable for any failed, delayed, or misdirected delivery of any mobile message or information sent through the Program.

Modifications:

We may modify or cancel the Program or any of its features at any time, with or without notice. To the extent permitted by applicable law, we may also modify these Mobile Messaging Terms at any time. Any such modification will take effect when it is posted to our website. You agree to review these Mobile Messaging Terms periodically to ensure that you are aware of any modifications. Your continued participation in the Program will constitute your acceptance of those modifications.