

Terms of Use

Introduction

The information presented below serves as an agreement for the users of The Center for Responsible Outdoor Activities and Recreation's (hereafter referred to as ROAR) Website at <http://www.tcfroar.org>.

This agreement can be changed whenever necessary.

In this case, the agreement becomes valid as soon as it is posted on this Website.

We at ROAR take every precaution to post accurate information on this Website, but we cannot guarantee its accuracy, timeliness, and usefulness.

ROAR assumes no liability for any loss that may result from the use of this Website.

ROAR, as a general rule, may modify or delete any of the information that is disclosed on this Website without advance notice.

ROAR may also interrupt or halt access to this Website when deemed necessary.

ROAR shall assume no liability for any damages resulting from modification or deletion of information on this Website or interruption or halting access to this Website.

ROAR respects the privacy of our users. Please take a few minutes to review our Privacy Policy.

Copyrights, Trademarks, Etc.

The information on products and services posted on this Website is protected by copyright laws, trademark laws, and other intellectual property laws. You may use this information only for your personal use. For any other use, (including duplication, transmission, distribution, transfer, translation, etc.) previous written permission must be obtained. Our trademark, brand name and company insignia used on this Website are protected by trademark laws. The ROAR trademark, brand name or company insignia are not available for use without ROAR's advance written permission. Exceptions: Materials developed wholly by ROAR may be duplicated, transmitted and distributed without prior permission as long as the materials are used for educational purposes and are provided free of any charge to the recipient. Use of third party materials and resources listed on this website, or listed on third party websites linked to on the ROAR website must follow the guidelines associated with the specific material, resource, website or organization where such material, resource, website or organization was found.

Prohibited Activities

Conducting the following activities on this Website is prohibited:

1. Activities that infringe on or may possibly infringe on the property rights or privacy of ROAR or another third party. This includes the use of personal information posted on this Website.
2. Activities that cause or may cause losses or damage to ROAR or another third party. Defamation, libelous or defamatory statements toward ROAR or another third party is also prohibited.

3. Activities that are constituted or may be constituted as obscene, pornographic or profane.
4. Activities that constitute or may lead to criminal offense.
5. Registering or sending another person's email address or pretending to be someone else.
6. Activities that damage the honor or trustworthiness of ROAR or this Website.
7. Use or providing of computer viruses and other harmful programs or actions that could lead to such activities.
8. Activities that violate or could violate laws.
9. Other activities that ROAR deems inappropriate at any time.

Disclaimers

We as ROAR take every precaution when posting information on this Website. However, we cannot guarantee that the information is accurate, useful, reliably able to meet your purpose, or safe (i.e. that functions will not be disrupted, defects will be corrected, this Website and server are free of computer viruses and other harmful data or programs, etc.). ROAR shall assume no liabilities for any losses that may result from your using or not being able to use this information or for any damages that may result from your using this Website.

Links to the ROAR Website

Links to this Website are permitted according to the following, regardless of whether the link is from an individual or a company.

1. As a general rule, links to this Website should be linked to the homepage "http://www.tcfroar.org."
2. The use of any registered trademark possessed by ROAR is prohibited. We refuse any links that may cause misidentification of the origin of the information.
3. We prohibit any links from Websites that refer to the following:
 - A. Websites that include information intended to slander or cause a loss of credibility for our company or other individuals or companies.
 - B. Websites that have the danger to infringe the copyright, registered trademark, possessions, privacy, portrait or any other rights owned by our company or other individuals or companies.
 - C. Websites that are not Official members of ROAR that include statements which may cause the reader to misinterpret that there is an alignment or partnership with our company, or that there is acknowledgment from our company to the Website of the link origin.
 - D. Websites that may not do any of the above but may interfere with the operations of our Website or violate public order and standards of decency or laws including regulations and rules.

Links to Third Party Websites

The contents of third party Websites (hereafter referred to as "link sites") to /from which links are contained on this Website are managed under the auspices of the providers of the link sites, and must comply with the terms of use and copyright (etc.) law regulations pertaining to the individual link sites. ROAR assumes no responsibility whatsoever for any damages that may result from the use of such link sites.

Chat Rooms and Forums

ROAR wants to encourage an open exchange of information and ideas. But we cannot and do not review every posting made in chat rooms, forums and other public-posting areas. You can expect these areas to include information and opinions from a variety of individuals and organizations other than ROAR. We do not endorse or guarantee the accuracy of any posting, regardless of whether the posting comes from a user or "expert" guest, or from a member of our staff.

Responsibility for what is posted in the chat rooms, forums and other public-posting areas on the ROAR Website lies with each user. You alone are responsible for material you post. By using the ROAR Website, you agree not to post or transmit any defamatory, abusive, obscene, threatening or illegal material, or any other material that infringes on the ability of others to enjoy the ROAR Website or that infringes on the rights of others. You may not post or transmit any message anonymously or under a false name. You may not permit any person (other than an agent acting on your behalf and subject to your supervision) to access, using your account, any features of the ROAR Website that may require registration. Users may not post any message to any area of the Tread Lightly!, Inc. Website if that message is, in our view, off-topic. We retain the right to deny access to anyone who we believe has violated these terms or any other term of this agreement.

Although ROAR cannot monitor all the postings in the chat rooms, forums and other public areas, we reserve the right (but assume no obligation) to delete, move or edit any postings that come to our attention that we consider unacceptable or inappropriate, whether for legal or other reasons. We will not, in the ordinary course of business, review private electronic messages that are not addressed to ROAR or members of its staff. However, we will comply with any applicable legal requirements regarding disclosure of such messages to others, including law enforcement agencies.

ROAR expects that you will not use the service to violate anyone's copyright, trademark or other intellectual property rights. By submitting material to the ROAR Website, you are representing that you are the owner of the material, or are making your submission with the express consent of the owner. Submitting material that is the property of another, without the consent of its owner, is not only a violation of this agreement, but may also subject you to legal liability for infringement of copyright, trademark or other intellectual property rights.

No Soliciting

You agree not to use the ROAR Website to advertise or to solicit anyone to buy or sell products or services, or to make donations of any kind, without our written approval.

No Spamming

From time to time, users post their email addresses in our chat rooms, forums and other public-posting areas. You agree not to gather these email addresses for purposes of spamming, that is, sending unsolicited email.

Use of Materials

All material you submit to any of our chat rooms, forums and other public-posting areas becomes the property of ROAR and may be reproduced, modified and distributed as we see fit in any medium and for any purpose. You warrant that all moral rights in any material that you submit to us have been waived.

Although we make the ROAR Website freely accessible, we don't intend to give up our rights, or anyone else's rights (including materials available on third party links), to the materials appearing on the ROAR Website. The materials available through the ROAR Website are the property of ROAR members, partners or third party links, and are protected by copyright, trademark and other intellectual property laws. You are free to print for your personal, noncommercial use information you receive through the ROAR Website as long as they were developed by ROAR. But you may not otherwise reproduce any of the materials without the prior written consent of the owner. Permission must be obtained before using materials provided on third party links found on the ROAR Website. Of course, you're free to encourage others to access the information themselves on the ROAR Website, and to tell them how to find it.

Requests for permission to reproduce materials found on the ROAR Website should be sent to: ROAR, 1573 West 1050 North, Provo, Utah 84604.

Framing

Without the prior written permission of ROAR you may not frame any of the content of the ROAR Website, or incorporate into another Website or other service any intellectual property of ROAR or any of their members, partners or third party links. Requests for permission to frame our content may be sent to the ROAR headquarters at the address above.

Conditions of Sale

By accepting delivery of any product ordered through ROAR as stated on an official company invoice, Customer agrees to be bound by and accept these terms and conditions.

Returns

Unless otherwise noted, products sold by ROAR are subject to a 30-day return period.

Disclaimer and Limitation of Liability as to Products Sold

ROAR makes no representations or warranties, either express or implied, of any kind with respect to products sold on this site. In no event shall ROAR its officers, employees or other representatives be liable for direct, indirect, special, consequential, compensatory, incidental, or punitive damages related to products sold.

Any order placed with ROAR will be shipped within four to six weeks if not earlier. If an order cannot be shipped, our staff will attempt to contact you, via the telephone numbers and/or email address you provide to ROAR to notify you of the delay and to find a possible resolution.

All products purchased at ROAR are to be used at Customer's own risk. ROAR assumes no liability whatsoever, expressed or implied, for Customer's use of the products.

ROAR reserves the right to cancel unfulfilled orders at any time.

Typographical Errors

In the event a product is listed with an incorrect price or with incorrect information due to typographical error, ROAR shall have the right to refuse or cancel any orders placed for the product listed with an incorrect price or incorrect product information.

Domestic Shipping Policy

ROAR does not guarantee shipping times or shipping costs. ROAR is not responsible for common carrier delays, including, without limitation, weather-related delays. In the event of a common carrier delay, ROAR will not refund shipping charges.

Security Policy

ROAR is proud to be using a secure payment service. The ROAR Website takes every precaution to protect our users' information. When users submit sensitive information via the Website, your information is protected both online and offline.

Updates

ROAR may revise and discontinue products at any time.

In the event that any portion of this Visitor Agreement is found to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the enforceability or validity of any other portion of this Visitor Agreement, which shall remain in full force and effect and be construed as if the invalid or unenforceable portion were not part of the Visitor Agreement.

By using the ROAR Website, you agree to abide by the terms of this Visitor Agreement. We hope you enjoy using the ROAR Website, and we welcome suggestions for improvements.

Last Updated 10/28/07