

Root & Associates Panel Membership Terms and Conditions

These Root & Associates Panel Membership Terms and Conditions govern your membership to the Dealer Executive Panel.

1. MEMBERSHIP OF THE PANEL

1. The Dealer Executive Panel is run by Root & Associates. Root & Associates can be contacted by emailing members@root.associates.
2. Membership of the panel is open only to individuals who meet the following criteria:
 - a. Currently employed at a new car franchise dealership in a management, executive or ownership role
 - b. Resident of the United States
 - c. 18 years of age or over
3. Membership to the panel is free. Membership is personal to you, and is not transferable.
4. You may only join the panel once. Root & Associates reserves the right to refuse any membership applications.
5. Root & Associates shall not be liable for any losses, costs or expenses, howsoever caused, arising out of your membership of the panel (including indirect, special, collateral, punitive, consequential or incidental losses or damages).

2. YOUR DETAILS

1. You will be responsible for ensuring that any and all details (including your email address) held about you by Root & Associates are kept up to date and are correct.
2. You undertake that all information you give as a panel member will be true and accurate, and will not be false or misleading.
3. By submitting your application to become a member of the panel, you consent to Root & Associates holding, storing and processing your personal data. Refer to [Root & Associates Privacy Policy](#) which forms part of these **Root & Associates Membership Terms and Conditions** for related privacy and data protection policies.

3. TERMINATION

1. Root & Associates may terminate your membership immediately if one of the following events occurs:
 - a. you breach any of these Terms and Conditions (including any terms found in the [Root & Associates Privacy Policy](#); or
 - b. You misuse your membership of the panel or use it for any improper purpose; or
 - c. Root & Associates right to process and use information which is necessary to run the panel is legally withdrawn, by law or otherwise.
2. Root & Associates may also terminate your membership immediately without specifying a reason or prejudice.
3. You may terminate your membership of the panel immediately by sending an email with the subject line "Remove me" to Root & Associates at members@root.associates.

4. CHANGES TO THESE TERMS AND CONDITIONS

1. All information here is subject to change without notice and without liability
2. Root & Associates reserves the right to change, add or remove terms from these Membership Terms and Conditions. Root & Associates shall notify you of any changes, additions or removal of terms by emailing you using the email address you provide.

5. COMMUNICATION

1. Any communication or notices to be given under these Terms and Conditions shall be by email.
2. You may contact Root & Associates by emailing members@root.associates.
3. Communications and notices under these **Root & Associates Membership Terms and Conditions** shall be effective and deemed delivered immediately if sent by email to the last known email address of the other party.

6. JURISDICTION

1. These **Root & Associates Membership Terms and Conditions** and the [Root & Associates Privacy Policy](#) constitute the entire agreement between you and your membership in the Root & Associates.com Dealer Executive Panel.
2. These **Root & Associates Membership Terms and Conditions** and any claim or matter arising under or in connection therewith shall be governed by the laws of the State of Washington, USA, excluding conflicts of law principles.
3. The parties irrevocably agree to submit to the exclusive jurisdiction and the venue for any action brought, shall be the courts sitting in the State of Washington, USA.

7. INTELLECTUAL PROPERTY

1. All pages and content within surveys administered to members of the Dealer Executive Panel including but not limited to, text, graphics, audio, video, photographs, questionnaires, image or video or any other media documents displayed in a survey and logos are proprietary and the intellectual property of, or are authorized for use by, Root & Associates and its licensors, partners, clients and affiliates. This includes all trademarks, copyrights, patents and confidential information.
2. Except as expressly permitted by these **Root & Associates Website Terms and Conditions** you may not copy, reproduce, modify, republish, display, upload, post, transmit or distribute in any way any content of surveys.
3. Breaching this rule would expose you to the immediate termination of your membership. Root & Associates, its licensors, partners, clients or affiliates also reserve the right to take any legal action and obtain any provisional remedies that maybe available, under applicable law from courts of competent jurisdiction.

8. PRIVACY

1. Root & Associates takes your privacy very seriously. For further information on how Root & Associates uses information collected from you, please refer to our privacy policy.

9. LAST UPDATE

1. These terms were last updated on the 26th October 2016