

TCP Terms of Service

Effective Date

August 1, 2026

1. Overview

Welcome to TCP (The Contractor Platform).

These Terms of Service ("Terms") explain the rules for using TCP, including our websites, applications, features, integrations, and services.

By accessing or using TCP, you agree to these Terms.

If you do not agree, do not use the platform.

2. Purpose of TCP

TCP is a software platform designed to help contractors manage:

- Leads
- Customers
- Quotes
- Jobs
- Invoices
- Files and communication
- Scheduling
- Operational workflows

TCP provides software tools and infrastructure but does not perform contracting services or manage projects on behalf of contractors.

3. User Types

TCP currently supports:

Organizations

Contractor businesses using TCP to operate their company.

Users

Internal members of an organization.

MVP role support includes:

- Owner
- Admin

Additional roles may be introduced in future versions.

Customer Accounts

End clients interacting with contractors through TCP.

4. Account Responsibilities

You are responsible for:

- Maintaining accurate information
- Keeping login credentials secure
- All activity occurring under your account
- Maintaining appropriate permissions for users within your organization

You may not:

- Share accounts improperly
- Attempt unauthorized access
- Interfere with platform operation
- Circumvent security measures
- Use TCP for unlawful activity

5. Data & Ownership

Organizations retain ownership of their:

- Customer records
- Quotes
- Jobs
- Invoices
- Files
- Photos
- Documents
- Notes
- Reviews
- Organization branding
- Organization business information

TCP retains ownership of:

- Platform software
- Infrastructure
- Source code
- Branding
- System analytics
- Aggregated and anonymized information

TCP does not sell identifiable contractor or customer data.

Additional information regarding data collection, usage, storage, retention, and sharing is outlined in the TCP Privacy Policy.

6. Customer Relationships

TCP provides tools that help organizations and customers communicate, share information, manage projects, and access customer-facing services.

TCP is not responsible for:

- Project outcomes

- Work quality
- Payment disputes
- Contract disputes
- Scheduling issues
- Contractor/customer disagreements

All project agreements remain between the contractor organization and the customer.

7. Payments & Billing

Organizations using paid TCP services agree to:

- Pay applicable subscription fees
- Maintain valid payment information
- Pay any agreed processing fees

Failure to pay may result in:

- Restricted platform access
- Suspension
- Account termination

Payment Processing

TCP utilizes Stripe and related payment services to facilitate payment processing.

Subscription Billing

TCP subscription fees are processed through Stripe Billing.

Organizations are responsible for:

- Maintaining valid payment information
- Paying applicable subscription fees
- Keeping billing information current

Customer Payments to Contractors

TCP may facilitate customer-to-contractor payments through Stripe Connect or other authorized payment providers.

Under this model:

- Contractors maintain their own connected payment accounts
- Customers pay contractors directly
- Funds are transferred through the payment processor's infrastructure between customers and contractors
- TCP does not take possession, custody, or control of contractor funds
- TCP is not a bank, escrow provider, payment institution, or financial institution

Contractors are responsible for maintaining and complying with the requirements of any connected payment processor accounts used to receive payments through TCP.

Contractors may also accept payment methods outside of TCP at their discretion.

Use of payment services is subject to the applicable terms and policies of the payment provider.

8. Financial Services Disclaimer

TCP provides software tools that facilitate invoicing, payment collection, payment tracking, and financial workflows.

TCP does not provide:

- Banking services
- Escrow services
- Lending services
- Accounting services
- Tax services
- Legal services
- Financial advice

Organizations remain responsible for their own financial, accounting, tax, legal, and business decisions.

9. Electronic Communications

By creating an account or using TCP, you agree to receive electronic communications related to:

- Account activity

- Billing and payment notifications
- Security alerts
- Product updates
- Service-related announcements

These communications may be delivered by:

- Email
- In-app notifications
- Text message
- Other supported communication methods

You are responsible for maintaining accurate contact information.

10. Data Export & Offboarding

Organizations may request an export of supported data in a format offered by TCP.

Following account cancellation or termination:

- Platform access may be removed
- Data retention periods may apply
- Data exports may be subject to technical limitations and administrative requirements

Organizations are responsible for maintaining copies of any information they consider critical to their business operations.

Organizations may request an export of supported data prior to account closure, subject to TCP's applicable policies and technical limitations.

11. Platform Availability

TCP will make reasonable efforts to maintain platform availability.

However, TCP does not guarantee:

- Continuous uptime
- Error-free operation
- Uninterrupted service

Maintenance, updates, or unexpected outages may occur.

12. Acceptable Use

You agree not to:

- Upload malicious software
- Abuse or harass other users
- Attempt to bypass security measures
- Reverse engineer the platform
- Use TCP in violation of applicable laws or regulations

TCP reserves the right to suspend or terminate accounts violating these Terms.

13. Intellectual Property

TCP and all related software, branding, workflows, designs, systems, and content are owned by TCP unless otherwise stated.

You may not:

- Copy
- Resell
- Reproduce
- Reverse engineer
- Redistribute

TCP software or materials without permission.

14. Limitation of Liability

TCP is provided "as is" without warranties of any kind.

To the maximum extent permitted by law, TCP is not liable for:

- Lost profits
- Lost business opportunities
- Data loss
- Project delays
- Financial damages
- Indirect damages
- Consequential damages

Users are responsible for how they use the platform and any business decisions made using information provided by the platform.

15. Account Suspension & Termination

TCP may suspend or terminate accounts that:

- Violate these Terms
- Abuse the platform
- Create security risks
- Fail to pay required fees

Organizations may also discontinue use of TCP at any time.

16. Future Features

TCP may introduce new features over time, including:

- Additional user roles
- AI-assisted tools
- Automation features
- Marketplace and discovery features
- Integrations
- Analytics and benchmarking
- Customer experience enhancements

Continued use of TCP after updates may require acceptance of revised agreements or disclosures.

17. Additional Agreements

Certain TCP features may be governed by additional policies, disclosures, or agreements, including:

- TCP Privacy Policy
- TCP Automation & AI Consent Agreement
- TCP Pilot Program Agreement (if applicable)

Such documents are incorporated by reference into these Terms when applicable.

18. Changes to These Terms

TCP may update these Terms periodically.

When material changes occur, TCP will make reasonable efforts to notify users.

Continued use of TCP after updates constitutes acceptance of the revised Terms.

19. Governing Law

These Terms are governed by the laws of the State of Iowa, unless otherwise required by applicable law.

20. Contact

For questions regarding these Terms:

The Contractor Platform (TCP)

Website: <https://www.thecontractorplatform.com>

Email: legal@thecontractorplatform.com

21. Agreement

By using TCP, you acknowledge that:

- You have read these Terms
- You understand these Terms
- You agree to these Terms

If you do not agree, you should not use the platform.