

## TERMS OF USE AGREEMENT

This is a legal agreement ("Agreement") between you ("you", "Platform User", "Website User", "User") and the owner of this site ("Owner/Operator", "Site-Master", "us", "our" or "we"). By accessing this website and its related software, system, technology, platform, and tools or any of its affiliated websites (collectively, "Site", "Website", "Platform", "System", or "Affiliated Websites"), you agree to be bound by this Agreement and these terms ("Terms of Use") and the "Privacy Policy". Privacy Policy, and rules or guidelines affecting use of the Site found on other pages of the Site, are hereby incorporated by reference into this Agreement.

This Agreement applies to the conduct and any action on the Website and describes advertising, providing, selling, buying goods and/or services ("Goods/Services", "Goods", "Services") provided by one or more providing entities ("Provider", "Advertiser"), and purchasers of the Goods/Services ("Customer", "Purchaser", "Buyers", "Users").

The use of the Site is a privilege and not a right. You are authorized to use the Site only under this Agreement. If you do not agree to this Agreement do not use the Site.

We reserve the right to modify, alter, or update these Terms of Use without prior notice at any time; and, such modifications become effective immediately upon being posted at the Site, without further notice to you. Your continued use of the Site after such modifications are posted constitutes an acknowledgement and acceptance of such modifications. Check the Site regularly for changes to the Terms of Use. Except as provided in this paragraph, these Terms of Use may not be amended.

### SPECIAL TERMS OF USE ...

#### 1. THIS WEBSITE IS A VENUE NOT A PROVIDER

- a. The Website acts as a venue to allow one to offer, sell, and/or buy Goods/Services. We are not involved in transactions between Platform Users.
- b. We do not control the truth or accuracy of the Postings, the Provider's proper licensing to provide the listed Goods/Services, the ability of a Buyer to pay for the Good/Services, or any other information on the Site.
- c. We cannot and do not confirm each user's claimed identity. Please report any fraud or other circumstances that call into question the claimed identity of any Platform Users.
- d. If you develop a dispute with any other Platform Users, you release and hold harmless Site-Master and Website and our owners, officers, directors, agents, affiliates, subsidiaries, joint ventures, managers, and employees from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.
- e. The information on the Website is provided by other Platform Users. You may find other users' information to be offensive, harmful, inaccurate or deceptive. Please use caution, common sense, and safe business practices when using the Website. Please note that there may also be risks of dealing with underage persons, foreign nationals and people acting under false pretenses.
- f. Website may at times not operate optimally, at normal speed, with full functionality, or at all. In our sole discretion, at any time we may choose to shut down the Website for any amount of time, thereby ceasing the ability for users to view or search for some or any information. The decision to shut down and re-enable the Website is solely at our discretion.

#### 2. DEFINITION OF TERMS

- a. "Platform User" – means any user of the Website, including but not limited to: Provider, the Provider of the Goods/Services and/or his representatives, Buyer, Purchaser.
- b. "Provider" – means any person or entity offering to provide any Goods/Services on the Website and shall include the Provider entity and any parent company, subsidiaries, or affiliated companies.
- c. "Site-Master" – means the Owner/Operator of the Website including, but not limited to, owners, officers, directors, agents, affiliates, subsidiaries, joint ventures, managers, representatives, and employees.
- d. "Advertiser" – means a Provider that is advertising on this Website or Platform.
- e. "Customer" – means a User who purchases Goods/Services from a Provider or Advertiser.
- f. "Deposit" – means the amount that the Customer pays to secure an appointment with a provider at the time of scheduling the appointment.
- g. "Convenience Fee" – A nominal refundable fee paid by customer to book an appointment.

### **3. SCHEDULING APPOINTMENT, DEPOSIT AND REMAINING BALANCE**

- a. At the time of scheduling an appointment with a Provider on the Website, the Purchaser will set up a date, time and place for the Goods/Services to be provided. When the Provider is a home inspector, the place is the location of the home to be inspected at the date and time of the appointment.
- b. Purchaser must make sure that access to the inside and outside of the property is available at the date and time of the inspection.
- c. At the time of scheduling an appointment, the purchaser may be required to pay a Deposit towards the cost of the Goods/Services to be provided. The balance of the cost of the Services will be paid directly to the Provider at the date, time and place of appointment, unless other arrangements are made between the Purchaser and the Provider.
- d. In the event that the Provider shows up for the scheduled appointment, and is not allowed to perform the service, then the Purchaser will have forfeited the deposit money, unless the Provider and Purchaser agree on some other arrangement between themselves.

### **4. THE HOME INSPECTION REPORT**

- a. After the Provider has completed the home inspection, Provider will prepare a home inspection report and send to the Purchaser and any other person designated by Purchaser, such as the Purchaser's real estate agent, etc.
- b. Provider agrees to provide the home inspection report within the time limits advertised on the website if any.

### **5. COVENANTS WITH SITE-MASTER**

- a. No relationship, agency, or fiduciary relationship is intended to be, or shall be deemed to have been created, between any Platform User and Site-Master by this Agreement.
- b. Site-Master makes no representations about any Goods/Services, Platform User, accuracy of information provided, or accuracy of Internet mapping services. Platform Users agree to release and hold harmless Site-Master from any claims arising related to any Goods/Services, transaction, or the use of the Website.
- c. Website users agree to not contact users of this Website for any business unrelated to specific Good/Services offered, posted, or advertised On the Website.

### **6. ADVERTISING DETAILS AND RULES**

- a. Providers of any Services represent that they are duly licensed and/or are otherwise qualified to provide the services they offer to Platform Users. Site-Master reserves the right to ban violators of this provision from the Website and to delete or disable their account without notice.
- b. When you advertise on the Platform, Customers will schedule appointments on the platform according to the timeslots shown on your appointment scheduler, and the information presented on your profile page, including details of the Goods/Services you provide, etc.
- c. The Web-Master will place a map marker based upon your street address and/or your service area, linked to your profile page and appointment scheduler.
  - i. Due to market conditions, to ensure adequate results for our Advertisers we reserve the right to limit the number of Advertisers in any geographical area at our sole discretion, and without notice.
  - ii. We may at our sole discretion place link(s) to your profile page, and/or appointment scheduler in additional map markers within your service area. These are provided at no additional cost to the Advertiser; and, may be removed at Site-Master's discretion.
- d. The Website will provide three pre-determined timeslots for each day of the week for each Advertiser.
  - i. Advertiser may designate any day of the week as non-working days to prevent scheduling of appointments on those days.
  - ii. Advertiser may designate any date/time period as time-off, and no appointments will be scheduled during those times.
- e. When a Customer schedules an appointment, Advertiser must honor that appointment or make other arrangements acceptable to Customer, for providing the service associated with the appointment.
- f. If Customer requests a refund from the Website or Owner/Operator due to Advertiser not providing the services, Owner/Operator will provide a prompt and courteous refund of the deposit amount, and
  - i. Advertiser will be invoiced for the deposit amount, and the invoice will be due immediately.
  - ii. If Advertiser refuses to pay, Advertiser's account may be disabled or deleted and advertiser banned from Website.
- g. Providers agree to honor any pricing posted on the Website regarding their Services, if any is posted.
- h. Providers agree to provide the Services they offer and to provide the Services in the manner offered.
- i. Providers of any Services on this Platform or Website hereby agree to credit each Customer by the Deposit amount paid by the purchaser and only demand the balance of the cost of the services from the Purchaser. The deposit amount collected at the time of scheduling an appointment is retained by Site Owner/Operator as the fee for acquiring the appointment for the provider.

- j. We employ extensive resources to provide results for our Advertisers for mutual benefits. We reserve the right to disable Advertiser accounts that do not produce what we consider adequate results. Below is a limited list of conditions that may cause inadequate results:
    - i. Quality of your profile page and the information presented.
    - ii. Having too small a service area for producing adequate number of inspection requests.
    - iii. Too few timeslots for inspections (always keep a minimum of 10 to 15 timeslots open per week).
    - iv. Low reviews when available that reflect on the quality of service by Provider.
    - v. Fees that are not competitive for the services offered.
    - vi. Longer lead time to deliver inspection reports than expected or offered by your competitors.
    - vii. Various other factors may affect the performance of your advertising.
    - viii. Not accepting credit cards or other forms of payment for the services.
  - k. Your Advertising on this Platform must comply with all applicable laws, and be truthful and honest.
  - l. By advertising on this Website, Advertiser hereby authorizes Site-Master to copy information from Advertiser's website and insert into Advertiser's profile, or the Platform including the booking page(s).
  - m. Advertisers hereby agree to not publish or post their contact information, website address, social media information and any other manner of connecting, in any form including but not limited to text, image, obfuscated text or any other manner on this Website. Violators of this provision agree to pay liquidated damages of five thousand dollars, and they may be banned from this Website and any Affiliated Website.
7. **ADVERTISERS' GUARANTEES** – Advertisers on this site provide the following guarantees:
- a. Each advertiser agrees to post the advertiser's lowest advertised prices for any service offered on this site. The account of anyone violating this provision may be deactivated/disabled or deleted at our sole discretion.
  - b. **Lowest Price Guarantee** – Each advertiser guarantees that the prices they advertise on this website are their lowest advertised prices for each of their services, or they will adjust their prices to 10% below their lowest advertised price for that service for any customer from this website.
  - c. **Price-Match Guarantee** – Each Premier Inspectors guarantees to match the advertised prices (on this website) of any one (1) other inspector for any property in both inspectors' service area.

## STANDARD TERMS OF USE ...

8. **FEATURES AND CONTENT** - The Site features a variety of intellectual property content, including but not limited to, news, information, advertisements, audio, video, and user-generated content (collectively "Content"). When new Content, services, or features are added to the Site in the future, their use is subject to these Terms of Use.
9. **ADDITIONAL POLICIES AND AGREEMENTS** - The Site's Privacy Policy describes the information we collect when you and others use this Site, as well as how we use the information. Our Privacy Policy is part of these Terms of Use. By agreeing to these Terms of Use, you are also consenting to our use of your personal information in accordance with our Privacy Policy. The Platform User Agreement is also part of these Terms of Use and you are agreeing to the provisions therein.

If you sign up to advertise, author, write, blog, comment, to enter a promotion on our Site, or to use a special feature or password-protected area of this Site, you may be asked to agree to special terms. In such cases, you will be asked to expressly consent to the special terms, for example, by checking a box or clicking on a button marked "I agree." This type of agreement is known as a "click-through" agreement. If any of the terms of the click-through agreement are different than these Terms of Use, the terms of the click-through agreement will supplement or amend these Terms of Use, but only with respect to the matters governed by the "click-through agreement."

10. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY** - TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER/OPERATOR, ITS PARENT, SUBSIDIARIES, AFFILIATES, OTHER RELATED ENTITIES, SUCCESSORS IN INTEREST OF THE FOREGOING, SPONSORS, CONTENT PROVIDERS, SERVICE PROVIDERS, LICENSORS, AND ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY, THE "OWNER/OPERATOR PARTIES") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. THIS SITE AND ALL CONTENT, PRODUCTS AND SERVICES OFFERED THROUGH THIS SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE OWNER/OPERATOR PARTIES ARE NOT RESPONSIBLE FOR THE TIMELINESS OF DELIVERY OF CONTENT, ANY FAILURES OF DELIVERY, OR ERRONEOUS DELETION OR FAILURE TO STORE ANY OF YOUR PERSONAL SETTINGS OR COMMUNICATIONS.

THE OWNER/OPERATOR PARTIES SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES TO YOU OR TO ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR ANY LOSS, INJURY, LIABILITY, DAMAGE OR DAMAGES ARISING OUT OF OR IN

CONNECTION WITH YOUR ACCESS TO, USE OF, INABILITY TO USE, OR RELIANCE ON THIS SITE OR ANY CONTENT, PRODUCT OR SERVICE PROVIDED TO YOU THROUGH OR IN CONNECTION WITH THIS SITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND WHATSOEVER, WHETHER DIRECT OR INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, GOODWILL, REVENUE OR PROFITS. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS; EVEN IF AN AUTHORIZED REPRESENTATIVE OF ANY OWNER/OPERATOR PARTY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, ILLEGAL OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE OWNER/OPERATOR PARTIES UNDER SUCH CIRCUMSTANCES TO YOU OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED WILL NOT EXCEED ONE HUNDRED DOLLARS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

11. **INDEMNIFICATION** - You agree to indemnify and hold harmless the Owner/Operator Parties from any claim or demand, including reasonable attorney's fees and costs, made by any third party due to or arising out of your use of the Site, including without limitation your actual or alleged violation of these Terms of Use, or infringement of a third party's intellectual property or other rights by you or another user of the Site using your computer or account.
12. **MODIFICATIONS AND INTERRUPTION TO THE SITE** - Owner/Operator reserves the right to modify or discontinue all or any portion of the Site with or without notice to you. The Owner/Operator Parties will not be liable to you or any third party should Owner/Operator exercise such right. You acknowledge and accept that Owner/Operator does not guarantee continuous, uninterrupted or secure access to the Site, that operation of the Site will not be uninterrupted or error-free, and that usage of our Site may be interfered with or adversely affected by numerous factors or circumstances outside of our control.
13. **THIRD-PARTY SITES** - The Site includes links to other sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party site. Correspondence or business dealings with third parties found on or through the Site is solely between you and such parties. We are not responsible for any damages you may suffer by entering into such transactions or communications. You and the third party are responsible for compliance with all laws applicable in any such transaction or communication.
14. **USER INFORMATION** - As a condition of your right to use the Site, you represent that you are of legal age to enter into a binding contract and that you are not a person barred from visiting the Site and accessing the Content under the laws of the United States or your country. If you wish to register on our Site you agree to provide accurate, current and complete personal data and information about yourself (such as name, age, e-mail address, etc.) as required by the applicable Owner/Operator registration form, and further agree that you will update such data to keep it accurate, current and complete. Owner/Operator reserves the right to suspend or terminate your use of the Site if it discovers, or has a reasonable basis to believe that any of the data you have provided is inaccurate, incomplete or untrue.

You may not share your username and password with any other person or authorize any other person to use your username and password. You are responsible for maintaining the confidentiality of your username and password and are fully responsible for all activities that occur under your username and password. You agree to notify Owner/Operator immediately of any known or suspected unauthorized use of your username and password or any other breach of security. Owner/Operator cannot and will not be liable for any loss or damage arising from your failure to protect the confidentiality of your username and password.

15. **USER-SUBMITTED CONTENT AND USER CONDUCT** - Any Content uploaded, posted, submitted, or otherwise made available by individual users of the Site, including without limitation articles by users, comments to articles, advertisements, information provided by User and posted by Owner/Operator Parties, or other content which does not originate with Owner/Operator ("User Content"), is the sole responsibility of the person who made such User Content available on the Site. Under no circumstances will Owner/Operator be liable in any way for any User Content made available through this Site by you or any third party.

Since Owner/Operator does not control the User Content posted on the Site, it cannot and does not warrant and/or guarantee the truthfulness, integrity, suitability, or quality of, and it does not endorse such User Content. You also agree and understand that by accessing the Site, you may encounter Content that you may consider to be objectionable. Owner/Operator has no responsibility for any User Content, including without limitation any errors or omissions therein. The Owner/Operator Parties are not liable for any loss or damage

of any kind you claim was incurred as a result of the use of any User Content posted, emailed, transmitted or otherwise made available on the Site, whether by Owner/Operator, individual users of the Site, or third party contractors or licensors of Owner/Operator.

You are responsible for ensuring that you have the right to provide your Content to the Site for hosting, transmission, and publication, you agree to hold harmless and indemnify Owner/Operator Parties for any liability arising from Content you provide.

You agree that you will not use the Site to transmit or make available any Content that:

- a. violates any laws or regulations, contains any threats, is abusive, tortuous, harassing, vulgar, obscene, indecent, violates any person's rights of privacy or publicity, is defamatory, libelous, hateful, contains any disparaging statements or opinions regarding racial, gender or ethnic background, or is otherwise objectionable;
- b. infringes any intellectual property rights of any party, including, but not limited to any patent, trademark, trade secret, copyright or other proprietary rights;
- c. contains any private information about an identifiable person without that person's permission, or any content soliciting any personal or private information from any individual under the age of 18;
- d. you know or have reason to know is false, misleading, or fraudulent;
- e. you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f. contains forged headers or employs other techniques whose purpose is to disguise the origin of the Content submitted;
- g. contains any unsolicited or unauthorized advertising, promotional materials, or material which can be characterized as "junk mail," "spam," "chain letters," "pyramid schemes," "Ponzi schemes" or similar material, or any information posted primarily for advertising, promotional, or other commercial purposes, (including without limitation any request for or solicitation of money, goods, or services for private gain) and you agree to comply with all laws and FTC guidelines with regard to all Content you submit;
- h. incorporates within it any software viruses or any other computer code, files or programs whose purpose or function is to interrupt, destroy or otherwise impair the operability of any software or hardware or telecommunications equipment; or
- i. contains links to any websites containing content violating any of the foregoing requirements, or links to any websites for purposes of disrupting the operations of such website, harassing the owners of such website, or other objectionable or illegal purposes.

You further agree not to use the Site to:

- j. engage in any conduct which might be harmful to any individual;
- k. impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- l. engage in or facilitate any conduct that is deemed, or found by any court or similar agency, to constitute "stalking" or otherwise harassing conduct aimed at another person or entity; or
- m. engage in or transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

In addition, you are prohibited from interfering with or disrupting the Site, or servers or networks connected thereto.

Owner/Operator reserves the right (but has no obligation) in its sole discretion to screen, edit, refuse, move or remove any Content that is posted on the Site. You agree that the exercise by Owner/Operator of such discretion shall not convert or transform User Content to Content owned or provided by Owner/Operator, and the user who made such User Content available on the Site will retain ownership thereof as described below.

With respect to any information you provide to Owner/Operator, including personal data and information, you agree and accept that Owner/Operator may retain, maintain and/or disclose such information and User Content if required to do so by law or in a good faith belief that such retention, preservation and/or disclosure is reasonably necessary to: (a) respond to any legal process; (b) enforce these Terms of Use; (c) respond to any claims that any User Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Owner/Operator, Users and the public.

- 16. OWNERSHIP AND LICENSE OF USER CONTENT** - User Content is owned by the author thereof, and Owner/Operator does not claim ownership of original works created and posted by individual visitors to this Site. However, by uploading, posting, transmitting or otherwise making any User Content available on or through this Site, you are granting Owner/Operator, and its parent, subsidiaries, affiliates, and other related entities an irrevocable, nonexclusive, perpetual, royalty-free, transferable, sub-licensable, worldwide license to copy, reproduce, modify, publish, display, distribute publicly, perform, exploit, and prepare derivative

works of such User Content (including your name, image, likeness, or information you have made publicly available in connection therewith) in any manner, media or format now existing or hereafter devised, without any obligation of notice, attribution or compensation to you.

**17. OWNERSHIP OF FEEDBACK** - Owner/Operator welcomes your comments and feedback regarding this Site. All information and materials submitted to Owner/Operator through this Site or otherwise, such as any comments, feedback, ideas, questions, designs, data or the like regarding or relating to the Site or the business of Owner/Operator (collectively, "Feedback"), will be considered NON-CONFIDENTIAL and NON-PROPRIETARY with regard to you, but Owner/Operator reserves the right to treat any such Feedback as the confidential information of Owner/Operator. For this reason, we ask you not to send us any information or materials that you do not wish to assign to us, including, without limitation, any confidential information or any original creative materials such as product ideas, computer code, or original artwork.

By submitting Feedback to Owner/Operator, you assign to the Owner/Operator Parties, free of charge, all worldwide rights, title and interest in all copyrights and other intellectual property rights in such Feedback. The Owner/Operator Parties will be entitled to use any Feedback you submit, and any ideas, concepts, know-how or techniques contained in any such Feedback, for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and services using such Feedback without restriction and without compensating you in any way. You are responsible for the information and other Content contained in any Feedback you submit to us, including, without limitation, their truthfulness and accuracy.

**18. COMMENT RULES** - The purpose of the comments section is the discussion of the particular article or blog posted on the Site. We welcome open, honest, thoughtful, and vigorous discussion in the comments threads that respect the following criteria:

- a. Must be written in English language suitable for general public reading;
- b. Must be civil, on topic, with no profanity, and adds to the discussion;
- c. Must not include any threats or personal attacks, racist or ethnic attacks, or advocacy of illegal activity;
- d. Must not include any links to personal blogs or product sales, embedded formatting commands
- e. No republication of material from other person's contents (blogs, posts, articles, etc.)
- f. No posting under the name of another real person, including public figures
- g. No calls for revolution or violence or arming to prepare for same
- h. No political comments of any kind.

The Site is a privately owned publication. Publishing a comment on the Site is a privilege, not a right. We reserve the right to delete any post for any reason at any time. If an individual user violates the rules, that User may be removed from the Site and privileges may be revoked.

**19. DISCLAIMER REGARDING ACCURACY OF CONTENT** - Much of the Content on the Site, including without limitation User Content, has been provided by or obtained from parties other than Owner/Operator. For example, content posted by Users on our Site is written solely by the Users (who are independent third parties, not employees of Owner/Operator, and not under the control or direction of Owner/Operator) and is posted to the Site by the Users without review by Owner/Operator. Owner/Operator makes no representations or warranties as to the accuracy or reliability of any Content on the Site created or provided by third parties (including without limitation Users). Owner/Operator makes no warranties or representations whatsoever with regard to any product or service provided or offered by any vendor or provider on the Site (including without limitation advertisers on the Site and individuals or entities placing advertisements on the Site) and you acknowledge that any reliance on representations and warranties provided by any party other than Owner/Operator shall be at your own risk. You expressly agree to hold Owner/Operator harmless for any claims of damage arising from any information, advice, product or service provided or promoted by any third party, including without limitation the Users. You further understand that all content on the Site is intended only for informational purposes. You should seek advice from appropriate professional practitioners for your specific needs.

UNLESS OTHERWISE STATED ON THIS SITE, OPINIONS EXPRESSED ON THIS SITE ARE THOSE OF INDEPENDENT THIRD PARTY "USERS" OR OTHER CONTRIBUTORS TO OUR SITE, AND NOT OF OWNER/OPERATOR, AND ARE NOT ENDORSED BY OWNER/OPERATOR. INFORMATION AVAILABLE ON THIS SITE SHOULD NOT BE SUBSTITUTED FOR PROFESSIONAL ADVICE, AND YOU ARE ADVISED TO CONSULT YOUR LEGAL, FINANCIAL, INVESTMENT, REAL ESTATE, ARCHITECTURAL, ENGINEERING, HEALTH CARE PROVIDER OR OTHER PROFESSIONAL AS APPLICABLE BEFORE ENGAGING IN ANY EXERCISE PROGRAM, MEDICAL TREATMENT, DIET MODIFICATION, OR TAKING ANY OTHER COURSE OF ACTION THAT COULD POTENTIALLY IMPACT YOUR HEALTH, FINANCIAL INTERESTS, OR WELL-BEING IN ANY OTHER MANNER.

**20. COPYRIGHT AND TRADEMARK INFORMATION** - Copyrights in Content included or available on this Site (including without limitation Site design, text, graphics, interfaces, and the selection and arrangements thereof) are owned by Owner/Operator or its licensors, with all rights reserved, and the Content is protected by the

intellectual property rights of Owner/Operator. Any use of Content on the Site, including without limitation reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of Owner/Operator, is strictly prohibited. With the exception of search engines, you agree that you will not use any robot, spider, or other automatic device, or manual process to monitor or copy our web pages or the Content contained therein without prior written permission of an authorized officer of Owner/Operator.

You may use the Content solely for your personal, non-commercial use, except that a commercial web site is permitted to link to the Site provided that the web site page on which such feeds or links are featured must be accessible to the general public and not provided through a subscription service or for a fee, unless otherwise expressly agreed in writing by Owner/Operator. You may download or print a single copy of any portion of the Content solely for your personal, non-commercial use, provided you do not remove any trademark, copyright or other notice from such Content. You may not make any use of Content owned by any third parties which is available on Owner/Operator, without the express consent of those third parties. All Content which qualifies for protection under Federal Copyright Law under the laws of the United States is subject to the exclusive jurisdiction of the Federal Court System, whether registered or unregistered. Based on the presence of this notice of copyright ownership, any infringement of the protected Content of this Site will be deemed by Owner/Operator to be an intentional infringement.

All trademarks displayed on the Site are the trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of such parties. In addition, such use of trademarks or links to the web sites of third parties is not intended to imply, directly or indirectly, that those third parties endorse or have any affiliation with Owner/Operator.

- 21. NOTIFICATION OF CLAIMED COPYRIGHT INFRINGEMENT** - In the event that you find Content posted on the Site which is believed to be an infringement of the copyright ownership or other intellectual property rights of you or any third party, you are requested to immediately contact Copyright Agent, Owner/Operator as described below. To report any alleged infringement, please contact us in writing by providing a signed statement containing the following information pursuant to the Digital Millennium Copyright Act ("DMCA"):
- a. your name, address, telephone number, and email address, and if you are acting on behalf of the owner of the intellectual property, the name of the owner;
  - b. a statement, made under penalty of perjury, that you are the owner of the copyright or are authorized to act on behalf of the owner;
  - c. a detailed description of the copyrighted work or other intellectual property that you claim has been infringed;
  - d. if your claim is based on a registered work, the registration number, and the date of issuance of the registration;
  - e. a description of the infringing material and the URL where such material is located on the Site, or a description of where on our Site you found such material;
  - f. your written statement that you believe, in good faith, that the use of the work on our Site has not been authorized by the true owner of the work, its agent, or as a matter of law; and
  - g. a statement that all of the information you have provided is true.

Please send your notice of alleged infringement to Copyright Agent, 7 Day Inspectors, at the following email address: support@7DayInspections.com

In accordance with DMCA, it is the policy of Owner/Operator to terminate use of our Site by repeat infringers in appropriate circumstances.

- 22. LINKS TO THE SITE AND RSS FEEDS** - Unless otherwise prohibited under these Terms of Use, you are granted a license to create hyperlinks to Content on the Site, provided that the hyperlink accurately describes the Content as it appears on the Site. You are further granted a license to implement the RSS feeds offered by our Site, in the manner described on our Site. Owner/Operator reserves the right to revoke these licenses generally, or your right to use specific links or RSS feeds, at any time, with or without cause. **Under no circumstances may you "frame" the Site or any of its Content or copy portions of the Site to a server**, except as part of an Internet service provider's incidental caching of pages. When a page of our Site is accessed from a link (including RSS feeds) featured on your web site, each page within our Site must be displayed in full (including all trademarks, branding, advertising and promotional materials), without any accompanying frame, border, margin, design, branding, trademark, advertising, or promotional materials not originally displayed on the page within the Site.
- 23. MOBILE DEVICES** - If you access our Site or Content using mobile devices, you understand that your mobile carrier's standard charges will apply. If you choose to use our "send to a friend" function to send any content to

24. your friend's mobile device, you understand that your friend may incur standard messaging charges according to your friend's mobile plan.
- 25. TERMINATING PERMISSION TO USE THE SITE** - We reserve the right to terminate your access to or use of our Site for any reason or no reason, in our sole discretion, with or without notice to you. In addition, pursuant to the DMCA, it is our policy to terminate use of our Site by repeat infringers in appropriate circumstances (including User or other users who have posted Content to our Site). You agree that the Owner/Operator Parties will have no liability to you or any third party with regard to such termination.
- 26. ONLINE REGISTRATION TO ADVERTISE**
- Registration at the Website is required in order to advertise on the Website, and there is no fee to register. You may be required to process a \$1 fee with a credit card as a step to verify your identity.
  - Our services are available only to individuals who can form legally binding contracts under applicable law.
  - When you register, your contact information must correspond to your credit card billing information.
  - You may not register anonymously or using a fake name.
- 27. DUE DILIGENCE**
- You are purchasing the Goods/Services relying solely on your discretion.
  - Site-Master, their officers, agents and employees, expressly disclaim any "liability" to any person for damage to their person or property due to Goods/Services provided by any Provider on this Website, nor shall they be liable for any defects, dangers or conditions on any property. All persons enter each property at their own risk and shall defend, indemnify, and save harmless Site-Master, Website, and their officers, agents, and employees, from any and all liability attendant thereto.
  - Home Inspectors shall carry, or require anyone acting on their behalf to carry, liability, workers' compensation and other applicable insurance, defending and protecting Provider, and Site-Master, from liability for any injuries to persons or property occurring during any inspection.
- 28. GENERAL INFORMATION**
- You are solely responsible for information you provide to or through the use of the Website. Site-Master and the Website act merely as a passive conduit for online distribution and publication of your information.
  - This Website is a private website and is not a public utility. Site-Master reserves the right to deny any person access to the online Platform.
  - We may delete your information or posting, tell others of your actions, issue warnings, suspend, or terminate your account and refuse services to you if: (i) you breach this Agreement; (ii) we are unable to verify any information you provide to us; or (iii) we believe that your actions may cause financial loss or legal liability for anyone.
  - Platform Users hereby consent to the issuance of press releases and other public communications by Site-Master or its agents regarding any Goods/Services posted at the Website.
  - The respective rights and obligations of the parties with respect to this Agreement shall be governed by, interpreted and enforced under the laws of the state of Florida. Platform Users shall be deemed to have irrevocably (i) submitted to the courts of competent jurisdiction in Orange County, Florida (including the federal courts) in connection with any suit, proceeding or other legal process relating to this agreement ("Action"), (ii) agreed that any Action may be heard in any such court, (iii) waived the defense of any inconvenient forum to the maintenance of any legal-action in any such court, and (iv) agreed to be subject to suit, service and legal process of such court in connection with any legal-action.
  - You warrant you will not use the Website for any purpose that is unlawful or prohibited by this Agreement.
- 29. ADVERTISEMENTS** - Submission of an advertisement for publication on our Site does not constitute a commitment on the part of Owner/Operator to publish the advertisement, and publication of an advertisement does not constitute an agreement from Owner/Operator for continued publication. Owner/Operator reserves the right to edit, reclassify, revise, reject or cancel any advertisement at any time, in its sole discretion. Rates and specifications are subject to change without prior notice.
- 30. DISCLAIMER**
- The information, software, products, and services included in or available through the Website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Site-Master and/or its suppliers may make improvements and/or changes in the Website at any time.
  - All content on the Website is intended only for informational purposes. Seek advice from appropriate professional practitioners for your specific needs including personal, legal, financial, medical and other fields. Do not rely on advice received via the Website or Platform Users.
  - Site-Master and its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the Website for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided "as-is" without warranty or condition of any kind. Site-Master and its suppliers

hereby disclaim all warranties and conditions with regard to the information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

- d. To the maximum extent permitted by applicable law, Site-Master and/or its suppliers shall not be liable for any direct, indirect, punitive, incidental, special, consequential damages or other damages whatsoever. If any provision of this agreement is held to be invalid or unenforceable for any reason, the maximum amount of damages to be assessed against Site-Master shall not exceed the deposit amount paid by the Purchaser.

**31. THIS AGREEMENT**

- a. This Agreement and the Website's Privacy Policy constitute the entire agreement between the parties, and supersede any other verbal or written agreement.
- b. You agree to pay all fees incurred in connection with the Website, and all such fees are non-refundable.
- c. Headings are for reference only and do not define, limit, construe or describe the scope of any section.
- d. You agree that this Agreement and all incorporated agreements may be automatically assigned by this Site without your written consent, to a third party in the event of a merger or acquisition. You may not assign any of your rights hereunder without prior approval by Site-Master.
- e. If any provision of this agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- f. This agreement may not be construed more strongly against any party regardless of who was more instrumental or responsible in its preparation.
- g. By registering at the Website, User acknowledges having read, agreed to and accepting this Agreement, as may be updated from time to time. Such form of acceptance by User is binding and User acknowledges that such acceptance shall be binding and enforceable pursuant to the electronic signatures in global and national commerce act ("e-sign act"), title 15, United States Code, sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and applicable state laws.

- 32. GOVERNING JURISDICTION OF THE COURTS OF THE STATE OF FLORIDA-** Our Site is operated from the State of Florida. As such, we are subject to the laws of Florida, and such laws will govern this Agreement, without giving effect to any choice of law rules. We make no representation that our Site is appropriate, legal or available for use outside of the United States. Accordingly, if you choose to access our Site you agree to do so subject to the internal laws of Florida. The respective rights and obligations of the parties with respect to this Agreement shall be governed by, interpreted and enforced under the laws of the state of Florida. Users shall be deemed to have irrevocably (i) submitted to the courts of competent jurisdiction in Orange County, Florida (including the federal courts) in connection with any suit, proceeding or other legal process relating to this agreement ("Action"), (ii) agreed that any Action may be heard in any such court, (iii) waived the defense of any inconvenient forum to the maintenance of any legal-action in any such court, and (iv) agreed to be subject to suit, service and legal process of such court in connection with any legal-action.

- 33. COMPLIANCE WITH LAWS** - You assume all knowledge of applicable law and you are responsible for compliance with any such laws. You may not use the Site in any way that violates applicable state, federal, or international laws, regulations or other government requirements. This includes your being licensed to provide the services you advertise on the Site, when such licensing is required by law.

- 34. OTHER TERMS** - If any provision of these Terms of Use is determined to be unlawful, void or unenforceable for any reason, the remainder of these Terms of Use will remain valid and enforceable to the maximum extent of the law, and an enforceable provision as close as possible to the intent and economic effect of the invalid provision will be substituted instead. You agree that these Terms of Use and any other agreements referenced herein may be assigned by Owner/Operator, in our sole discretion, to a third party in the event of a merger or acquisition.

You agree and understand that these Terms of Use together with any other click-through agreements you may have entered with Owner/Operator constitute the entire agreement between you and Owner/Operator regarding your use of the Site. The provisions of these Terms of Use will survive any termination of your use of the Site or termination of these Terms of Use. This Agreement shall not be construed more strongly against any party hereto regardless of who was more responsible for its preparation.

Any failure by Owner/Operator to exercise its rights under these Terms of Use or to enforce the terms hereof shall not constitute a waiver of those rights. If any term of these Terms of Use is found by a court of competent jurisdiction to be invalid or unenforceable, the parties agree that the court in any event should try to give effect to the parties' intentions as reflected in the provision, and that all of the other provisions of these Terms of Use shall remain in full force and effect.

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 site or relating to the terms of these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.