

Inspectify Terms of Use

May 2nd, 2023

Please read the following carefully. These Terms of Use (these “**Terms**”) govern your access to and use of the Inspectify, Inc. (“**Inspectify**,” “**we**,” “**us**,” “**our**”) website at inspectify.com (the “**Site**”), your use of our mobile application (the “**App**”), and and/or by use of any of our products or services (collectively, with the Site and App, the “**Service**”).

“**You**” or “**your**” or similar terms refer to you as a user of our Service. If you or the entity you represent has entered into a separate agreement with us in connection with the use of any of Inspectify products or services, then that agreement will control where it conflicts with the terms hereof.

This is a binding agreement. If you use the Service or click accept or agree to these Terms if presented to you in a user interface for the Service, we will understand this as your acceptance of these Terms and your agreement to all of its terms and conditions. By accepting these Terms or using the Service, you represent and warrant that you have the legal capacity to enter a contract in the jurisdiction where you reside. If you are entering into these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that party to these Terms, and in such event and unless otherwise noted, “you” and “your” will refer and apply to that party. **If you do not agree to all of these Terms, you are not authorized to use the Service and you must promptly cease using it.**

By agreeing to these Terms, you expressly agree to the arbitration of all Disputes as further described below. Any controversy, allegation, or claim that arises out of or relates to the Service, these Terms, or any additional terms, whether heretofore or hereafter arising (collectively, a “**Dispute**”), except for any controversy, allegation, or claim that arises out of or relates to our actual or alleged intellectual property rights (an “**Excluded Dispute**”), shall be finally resolved by arbitration. **The parties agree to arbitrate solely on an individual basis, and that these Terms do not permit class arbitration, or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding.** The arbitrator or arbitral panel may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding. In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the arbitration provisions will remain in force.

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1. Your Access to the Service

- a. *Internet Access.* When using the Service on your mobile, laptop, desktop, or other device (your “**Device**”), you acknowledge and agree that you are responsible for (i) maintaining Internet access for your Device through a Wi-Fi, LTE, or other data communication network and (ii) any Internet connection and telecommunications fees and charges that you incur.
- b. *Your Device.* Inspectify is not responsible for the operation of your Device. You are responsible for ensuring the system functions of your Device are in working order when accessing the Service, including, but not limited to screen display operation features of your Device.
- c. *No Guarantee.* Access to the Service may be suspended temporarily and without notice (i) in the event of system failure, (ii) for maintenance or repair, (iii) where we reasonably suspect there has been a breach of these term, (iv) for reasons reasonably beyond our control, or (v) as otherwise explained in these Terms.

2. Permitted Use and Restrictions

- a. *License Grant.* Subject to the terms and conditions of these Terms, Inspectify hereby grants you a limited, non-exclusive, personal, non-transferrable, non-sublicensable, non-assignable license to access and use the Service (including updates and upgrades that replace or supplement it in any respect and which are not distributed with a separate license, and any documentation) solely for use on a Device that you own or control. We reserve all other rights, which are not granted in these Terms
- b. *Use Restrictions.* You may not access or use the Service in any way that is not expressly permitted by these Terms. You may not: (i) cause, permit or authorize the modification, copying, creation of derivative works, translation, reverse engineering, decompiling, disassembling, or hacking of the Service; (ii) sell, assign, rent, lease, or grant rights in the Service, including, without limitation, through sublicense, to any other person or entity; or (iii) use the Service for any unlawful, prohibited, abnormal or unusual activity as determined by Inspectify in its sole discretion.

- c. *Eligibility.* In order to access and use the Service or register an account you must be an individual at least 18 years of age or a duly organized, validly existing business, organization, or other legal entity in good standing under any and all applicable laws, and able to enter into legally binding contracts. **Individuals under the age of 18 are not permitted to use the Service.**
- d. *Investigations.* We may, but are not obligated to, monitor, or review our Service at any time. If we become aware of any possible violations by you of these Terms, we reserve the right to investigate such violations, and we may, at our sole discretion, immediately terminate your license to use the Service pursuant to Section 16 (*Termination*) below.
- e. *Violations of these Terms.* You must not use (or permit a third-party to use) the Service:
 - (i) in any unlawful manner, for any unlawful purpose, or to act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Service or any operating system used by the Service;
 - (ii) in a way that could damage, disable, overburden, impair or compromise our systems or security, or interfere with other users;
 - (iii) to collect or harvest any information or data from the Service or our systems or attempt to decipher any transmissions to or from the servers running the Service;
 - (iv) via use of a robot, spider, or other automated device to monitor or copy the Service or any information provided by the Service;
 - (v) to send, knowingly receive, upload, download, use, or re-use any material which does not comply with these Terms; or
 - (vi) to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam).You acknowledge and agree that you are solely responsible, and Inspectify has no responsibility or liability to you or any other person or entity, for any breach by you of these Terms or for the consequences of any such breach.

3. Privacy

- a. These Terms also incorporate the terms of our [Privacy Policy](#) (as updated from time-to-time). Our Privacy Policy explains how your personal information will be collected and used as well as other information regarding your privacy. By agreeing to these Terms, you are also agreeing to the Privacy Policy and you consent to (i) the processing of your personal information as explained in the Privacy Policy and (ii) the collection of information from your Device as explained in the Privacy Policy.

4. Accounts

- a. *Inspectify Accounts.* To use certain features of the Service, you may be required to create an Inspectify account and provide us with a username, password, and certain other information about yourself. You may also create an account by logging in through certain third-party authentication platforms (e.g., Google OAuth, Okta OAuth). By logging in through a third-party authentication platform, you authorize us to collect your name, email address, profile picture, language preference, and access token. You are solely responsible for the information associated with your account and anything that happens related to your account. You agree to provide true, accurate, current, and complete information as requested by any forms and maintain and update such information to keep it true, accurate, current, and complete.
- b. *Account Security.* Maintaining account security is very important. You are solely responsible for maintaining the confidentiality of your account passwords. You agree to

notify Inspectify immediately if you become aware of any unauthorized use of your password or your account.

- c. *Account Sharing or Transfers.* Accounts are registered to you personally and may not be sold, traded, gifted, or otherwise transferred at any time under any circumstances. You may not share your account with, or disclose your password to, anyone else.
- d. *Fees.* You agree to pay all applicable fees and taxes incurred by you or anyone using your account. YOU ACKNOWLEDGE YOU ARE FULLY LIABLE FOR ALL CHARGES TO YOUR ACCOUNT, INCLUDING ANY UNAUTHORIZED CHARGES.
- e. *Account Cancellation by You.* You may cancel your account at any time. If you wish to cancel your account, please contact us at the information in Section 22 (*Contact Information*) below.
- f. *Account Cancellation by Us.* Inspectify may terminate your account at any time for any reason or no reason, including if: (i) Inspectify determines that you are (A) in breach of or otherwise acting inconsistently with these Terms or (B) engaging in fraudulent or illegal activities or other conduct that may result in liability to Inspectify; (ii) Inspectify determines it is required by law to terminate your account; or (iii) Inspectify decides to stop providing the Service or critical portions of the Service. When terminating your account, Inspectify may cancel your account and delete the information in it. You have no ownership rights in your account.

5. Real Property Inspection Services

- a. *Inspections.* Inspectify operates a digital platform through the Site and App that allows users who are seeking real property inspection services find and book those services (each an “**Inspection**” and collectively the “**Inspections**”). Those who provide Inspection Services are independent third-party providers (“**Inspectors**”). YOU ACKNOWLEDGE THAT THE INSPECTORS ARE NOT ACTUAL AGENTS, APPARENT AGENTS, OSTENSIBLE, AGENTS, OR EMPLOYEES OF INSPECTIFY IN ANY WAY. THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICE, AND ANY SERVICE OR GOOD REQUESTED OR OBTAINED FROM INSPECTORS IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. YOU ALSO ACKNOWLEDGE THAT ANY EFFORT UNDERTAKEN BY INSPECTIFY TO VERIFY THE CREDENTIALS OR EXPERIENCE OF INSPECTORS IS NOT AN INDICIA OF AN EMPLOYMENT, ACTUAL AGENCY, APPARENT AGENCY, OR OSTENSIBLE AGENCY RELATIONSHIP WITH AN INDEPENDENT THIRD-PARTY INSPECTOR.
- b. *Booking Inspections.* If you choose to book an Inspection, you must provide a current, valid, accepted method of payment (“**Payment Method**”) and agree that we may charge your Payment Method. Inspectify uses authorized third parties for the purpose of processing your transactions and credit card authorizations. By submitting Payment Method details to us or our third-party processors, you grant (or otherwise authorize) Inspectify the right to store and process your information with such third parties. You agree that Inspectify will not be responsible for any failures of such third parties to adequately protect your information.
- c. *Cancellations.* If you cancel an Inspection within 24 hours of the scheduled Inspection start time, you will be charged a \$200 cancellation fee. No refunds are available once the Inspection has commenced.

- d. *Permission to Enter Property.* You are responsible for ensuring that the Inspector has all appropriate permissions to enter the real property that is the subject of the Inspection (the “**Inspection Site**”) on the date the Inspection is scheduled. You bear sole responsibility for any disruption to the Inspection caused by construction, renovations, painting, cleaning, or any other activity occurring at the Inspection Site at the time of the Inspection.
- e. *No Known Hazardous Condition and Assumption of Risk.* You represent and warrant that there is no hazardous condition or materials existing at the Inspection Site known to you at the time of the Inspection. If you attend the Inspection, you assume all risks and responsibility for any injury (including, but not limited to, personal injury, bodily injury, disability, and death), illness, damage, loss, liability, or expense, of any kind, that you may experience or incur in connection with attending the home inspection.
- f. *Inspection Standards.* Unless otherwise agreed in writing, Inspectors agree to perform Inspections in a professional, workpersonlike manner in accordance with applicable law and customary industry practice and in accordance with Inspectify’s written standards, policies, and procedures including those found within Inspectify’s software and applications used in connection with the Inspection, as applicable. You acknowledge that these standards contain limitations, exceptions, and exclusions. If your jurisdiction has adopted mandatory standard that differ from the standards described in this Section 5(f), the Inspector will perform the inspection in accordance with your jurisdiction’s standards. In addition, you and the Inspector may agree in writing to change or reduce the scope of an Inspection. In the case of a reduced-scope Inspection, you understand that such an Inspection is not nearly as comprehensive as a traditional residential home Inspection and you acknowledge and agree that any and all Inspections, including reduced-scope Inspections, are subject to the disclaimer in Section 5(i) and limitation of liability and damages in Section 5(j) below.
- g. *Exceptions.* Unless otherwise indicated in writing, Inspectors do not test for the presence of radon (a gas that may be harmful to humans), for the presence of mold, for compliance with applicable building codes, or for the presence of or any potential dangers arising from the presence of asbestos, lead paint, soil contamination, or other toxins, carcinogens, or environmental hazards or violations. An Inspection is not technically exhaustive, and Inspectors will not identify concealed or latent defects, address aesthetic concerns or cosmetic defects, move furniture or personal items, move attached wall or ceiling coverings or panels, or perform any test or procedure which could damage or destroy the item being evaluated. Inspectors will not enter any Inspection Site or area of an Inspection Site that, in the opinion of the Inspector, is dangerous to the safety of the Inspector or other person or that will result in damage to the Inspection Site, its systems, or components. Inspection Sites that are log structures or include log construction have unique characteristics that may make it impossible for Inspectors to inspect and evaluate. As such, the scope of any Inspection does not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects. Inspectors do not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the Inspection is taking place.
- h. *Report.* Inspectors will perform a visual inspection of the real property and provide you with a written report identifying the defects that the Inspector observed and deemed

material. The Inspection report, depictions, images, photographs, and other similar documentation produced or created by the Inspector in connection with each Inspection, together with any associated copyrights and other intellectual property rights, are the exclusive property of Inspectify (the “**Inspection Work Product**”). Inspection Work Product is supplementary to any disclosures from the real property’s seller. Notwithstanding any other license grant in these terms, Inspectify hereby grants you a limited, non-exclusive, personal, non-transferrable, non-sublicensable, non-assignable license to access and use the Inspection Work Product solely in connection with a real property transaction or potential transaction and otherwise consistent with these Terms. You also have permission to discuss the Inspection Work Product with real estate agents, owners, repair persons, or other interested parties. However, we are not responsible for use or misinterpretation by any third parties, and any reliance on the Inspection Work Product by any third party is at the third party’s own risk. It is your responsibility to read the Inspection report in its entirety and to research any and all jurisdictional permits required by the local authorities regarding the Inspection Site before the close of escrow.

- i. *Accuracy of Additional Information.* You acknowledge that the estimates and some of the information provided in the report are outside of the scope of information required to be provided in a home inspection, and that they are being provided at your request and are based on the Inspector's best professional judgment. You acknowledge and agree that neither Inspectify nor Inspector shall have any liability whatsoever for the accuracy of such estimates and information, and further agree that such estimates and information are not subject to the same legal standards applicable to other information provided in the Report.
- j. *Disclaimer.* THE INSPECTION AND INSPECTION WORK PRODUCT ARE IN NO WAY A GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE FUTURE USE, OPERABILITY, HABITABILITY, OR SUITABILITY OF THE REAL PROPERTY OR ITS COMPONENTS. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED TO THE FULLEST EXTENT ALLOWED BY LAW. INSPECTIFY AND THE INSPECTORS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING ANY INSPECTION SITE OR CONDITION THEREOF AND YOU WAIVE CLAIMS AGAINST INSPECTIFY AND THE INSPECTOR REGARDING THE CONDITION OF ANY REAL PROPERTY OR RESULTING FROM AN INSPECTION.
- k. *Limitation on Liability and Damages.* Inspectify assumes no liability for the cost of repair or replacement of unreported defects to any real property subject to an Inspection, either current or arising in the future. Notwithstanding any other provision in these Terms, you acknowledge and agree that the liability of Inspectify (and its affiliates) and the Inspectors (and their affiliates), and their respective business partners, licensees, licensors, officers, directors, employee, and agents (the “**Inspection Parties**”) on a joint and several basis is expressly limited to the higher of \$1,000 per Inspection or the Inspection fee. IN NO EVENT SHALL THE INSPECTION PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS, ANY BREACH OF SECURITY OR ANY DAMAGE TO OR LOSS OF USE OF THE REAL PROPERTY) ARISING FROM, RELATING TO, OR IN ANY WAY CONNECTED WITH THE USE OR THE PERFORMANCE OF THE INSPECTION OR INSPECTION WORK PRODUCT, ARISING

AND WHETHER FRAMED IN CONTRACT OR TORT, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE OR CONCURRENT) OF THE INDEMNIFIED PARTIES, EVEN IF THE INSPECTION PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- l. *Claim Notice.* If you believe you have a claim against us, you agree to provide us with the following (i) written notification of your claim within seven days of discovery, in sufficient detail and with sufficient supporting documents that we can evaluate it; and (ii) immediate access to the premises associated with the claim. Failure to comply with these conditions releases us from liability.
- m. *Invoicing.* On a case by case basis, Inspectify may decide to invoice you periodically for any fee incurred from using the Service in lieu of collecting payment via your Payment Method. You shall pay Inspectify within 30 days of the mailing date of such invoice. If you believe that Inspectify has billed you incorrectly, you must contact Inspectify no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to hello@inspectify.com. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

6. Submitted Content

- a. Inspectify is not the source of, does not verify or endorse, and takes no responsibility for the content of communications or any material submitted or made available through the Service via any function that allows a user to leave review or otherwise share or post content (the “**Submitted Content**”). Submitted Content does not include Inspection Work Product. Submitted Content is entirely the responsibility of the person from whom such content originated. You therefore may be exposed to content that is offensive, unlawful, harmful to minors, obscene, indecent, or otherwise objectionable. Submitted Content may be protected by intellectual property rights owned by third parties. You are responsible for the content you choose to communicate and access using the Service. In particular you are responsible for ensuring that you do not submit material that (i) is protected by copyright, contains trade secrets or otherwise is subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from the rightful owner; (ii) is false or is a misrepresentation; (iii) is offensive, unlawful, harmful to minors, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or that encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is otherwise objectionable; or (iv) impersonates another person. Inspectify may in its sole discretion block, prevent delivery of, or otherwise remove the content of communications as part of its effort to protect the Service or its users, or otherwise enforce these Terms. Further, Inspectify may in its sole discretion remove such content and terminate your account if you submit any content that is in breach of these Terms.
- b. Inspectify does not claim ownership of any of your Submitted Content. With respect to all of your Submitted Content, you grant Inspectify a perpetual, irrevocable, non-terminable, transferable, worldwide, royalty-free, sublicensable, fully paid-up, non-exclusive and transferable license to use, reproduce, distribute, prepare derivative

works of, display, modify, copy and perform the Submitted Content or any part of the Submitted Content in connection with the Service and Inspectify's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any and all media formats and through any and all media channels. You also hereby grant each user of the Service a non-exclusive license to access your Submitted Content through the Service while the Submitted Content is made available through the Service. You hereby represent, warrant, and covenant that any Submitted Content you provide does not include anything (including, but not limited to, text, images, music, or video) to which you do not have the full right to grant the license specified in this Section 6 (*Submitted Content*).

- c. You acknowledge and agree that: (i) by using the Service, you may be exposed to content that you may find offensive or indecent and you do so at your own risk; (ii) you are solely responsible for, and Inspectify has no responsibility to you or any third party for any Submitted Content that you create, submit, post or publish on or through the Service; (iii) Inspectify does not guarantee any confidentiality with respect to your Submitted Content; and (iv) Inspectify is not responsible for any Submitted Content provided by third parties that you may have access to through your use of the Service and all Submitted Content is the responsibility of the person from whom such Submitted Content originated. You acknowledge and agree that (y) Inspectify has no control over and is not responsible for the use of Submitted Content by its users, including any user that has downloaded Submitted Content to a personal device; and (z) Inspectify may not be able to remove Submitted Content that is downloaded onto a user's Device. Inspectify does not endorse any Submitted Content or any opinion, recommendation, or advice expressed therein, and expressly disclaims any and all liability in connection with Submitted Content.
- d. You acknowledge that Inspectify has the right to pre-screen your Submitted Content but has no obligation to do so. At Inspectify's sole discretion, any Submitted Content may be included in the Service in whole or in part in modified form. In addition, Inspectify and its designees shall have the right, but not the obligation, in their sole discretion, to refuse or remove any Submitted Content that is available via the Service that violates these Terms or is otherwise objectionable including, but not limited to, being unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or violating any party's intellectual property.
- e. You acknowledge that your Submitted Content is your sole responsibility. You agree that, under no circumstances, will Inspectify be liable in any way for any Submitted Content, including, but not limited to, any errors or omissions in any Submitted Content, or any loss or damage of any kind incurred as a result of the use or distribution of any Submitted Content transmitted or otherwise made available via the Service.

7. DMCA Notice

- a. Inspectify has adopted a policy that provides for the suspension and/or termination of any user who is found to have infringed on the rights of Inspectify or of a third party, or otherwise violated any intellectual property laws or regulations. Inspectify's policy is to investigate any allegations of copyright infringement brought to its attention.
- b. *Take-Down Notice.* If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Inspectify to delete,

edit, or disable the material in question, you must provide Inspectify with all of the following information (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act) to our designated copyright agent set forth below:

- A physical or electronic signature of the copyright owner or the person authorized to act on behalf of the owner of an exclusive copyright that is allegedly infringed;
- Identification of the copyrighted work (or works) claimed to have been infringed;
- Identification of the material that is claimed to be infringing and information reasonably sufficient to permit Inspectify to locate the material (providing URLs in the content of an email is the best way to help us locate content quickly);
- Information reasonably sufficient to permit Inspectify to contact you, including your address, telephone number, and e-mail address at which you may be contacted;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you, or your agent, or the law;
- A statement made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

See 17 U.S.C 512(c)(3) for further information.

For this notification to be effective, you must provide it to Inspectify's Designated Agent by email at dmca@inspectify.com. You can also mail your DMCA request to:

Attn: Inspectify's Designated Agent

Inspectify, Inc.

101 Yesler Way, Suite 600, Seattle, WA 98104

Mailing DMCA notices may delay the processing of your request. Only copyright complaints should be sent to the Designated Agent. No other communications will be accepted or responded to.

If you fail to comply with all of the requirements above, your DMCA notice may not be valid and not be acknowledged. Once proper notice is received by the Designated Agent, it is Inspectify's policy:

- to remove or disable access to the infringing material;
 - to notify the content provider, member, or user that it has removed or disabled access to the material; and
 - that repeat offenders will have the infringing material removed from the system and that Inspectify will terminate such content provider's, member's, or user's access to the service.
- c. *Counter-Notice*. If you believe that the material that was removed or to which access has been disabled is either not infringing, or you believe that you have the right to post and

use such material from the copyright owner, the copyright owner's agent, or pursuant to the law, you must send a counter-notice containing the following information to the Designated Agent:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- Your name, address, and telephone number; and
- A statement that you consent to the jurisdiction of federal district court in the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which you may be found and that you will accept service of process from the person who provided the initial notification of alleged infringement.

If a counter-notice is received by the Designated Agent, Inspectify may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member, or user, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at Inspectify's discretion.

8. Submissions

- a. We welcome feedback from our users and appreciate your comments regarding our Service. However, our company policy does not permit us to accept or consider ideas, suggestions, proposals, or materials ("**Submissions**") that we have not specifically requested. This policy is intended to help us and our customers avoid future misunderstandings when new products or services developed internally by our employees might be similar or even identical to a customer's idea.
- b. If, despite our request that you not send us your ideas, you still submit them, then regardless of any conditions you may have attempted to place on your Submission, the following terms shall apply to your Submission: you acknowledge and agree that: (i) such Submissions will be considered non-confidential and non-proprietary; (ii) we have the right (subject to our Privacy Policy), without limit in time and without payment to you, to use, copy, distribute, adapt, and disclose it via the Service or otherwise to third parties for any purpose, in any way, and in any media worldwide now known or later discovered, including, without limitation, the right to create derivative works, make improvements, perform (including through digital performance), and transmit (including through digital transmissions) such Submissions, and the right to transfer or sublicense such rights; (iii) we may have something similar to the Submissions already under consideration or in development; and (iv) you are not entitled to any compensation or reimbursement of any kind from us in connection with the Submissions under any circumstances.

9. Intellectual Property Rights

- a. *Trademarks.* The Inspectify name and logo are trademarks and service marks of Inspectify. You do not have the right to use any of our trademarks, service marks or logos, and your unauthorized use of any of these may be a violation of federal and state trademark laws.
- b. *Ownership.* Except for your Submitted Content, you acknowledge that all intellectual property rights in the Service, whether registered or unregistered, including but not limited to rights in graphics, logos, “look and feel,” trade dress, structure, organization, code, and all content in the Service and compilation thereof, anywhere in the world, belong to us or our licensors and are valuable trade secrets and confidential information of Inspectify, and are protected by intellectual property laws. Except for your Submitted Content, you acknowledge and agree that Inspectify, and/or its licensors, own all right, title and interest in and to the Service, including all intellectual property, industrial property, and proprietary rights recognized anywhere in the world at any time and that the Service is protected by U.S. and international copyright laws. Further, you acknowledge that the Service may contain information that Inspectify has designated as confidential and you agree not to disclose such information without Inspectify’s prior written consent. Nothing posted on the Service grants a license to any Inspectify trademarks, copyrights, or other intellectual property rights, whether by implication, estoppel or otherwise. You should assume that everything you see or read on the Service is proprietary information protected by copyright or trademark unless otherwise noted and may not be used except with the written permission of Inspectify. When accessing the Service, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Service is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property

10. Mobile Messaging Terms and Conditions

- a. By agreeing to these Terms or using the Service, you also agree to receive communications from us, including via email, text message (to the extent permitted by applicable law), calls, push notifications, and browser notifications. Communications from us may include responses to your inquiries, operational communications concerning your account and/or bookings, requests for feedback, or marketing materials.
- b. If you wish to opt-out of promotional emails, you can unsubscribe from our promotional email list by following the unsubscribe options in the promotional email itself.
- c. In addition, Inspectify offers a mobile messaging program (the “**Program**”), which you agree to use and participate in subject to these Mobile Messaging Terms and Conditions (for purposes of this Section 10, the “**Agreement**”). By opting-in to or participating in any of our Programs, you accept and agree to these Terms, including, without limitation, your agreement to resolve any disputes with us through binding, individual-only arbitration, as detailed in Section 19 (*Dispute Resolution*) below. This Agreement is limited to the Program and is not intended to modify other Terms or Privacy Policy that may govern the relationship between you and Inspectify in other contexts.
- d. *User Opt-In.* The Program allows users to receive SMS/MMS mobile messages by affirmatively opting into the Program, such as through online or application-based enrollment forms. Regardless of the opt-in method you utilized to join the Program, you

agree that this Agreement applies to your participation in the Program and you acknowledge and agree that your information may be shared with third-party service providers who help us administer the Program. By participating in the Program, you agree to receive auto-dialed or prerecorded marketing mobile messages at the phone number associated with your opt-in. While you consent to receive messages sent using an auto-dialer, the foregoing shall not be interpreted to suggest or imply that any or all of our mobile messages are sent using an automatic telephone dialing system ("ATDS" or "auto-dialer"). Message and data rates may apply.

- e. *User Opt-Out.* If you do not wish to continue participating in the Program or no longer agree to this Agreement, you agree to reply STOP to any mobile message from Inspectify in order to opt out of the Program. You may receive an additional mobile message confirming your decision to opt-out. You understand and agree that the foregoing options are the only reasonable methods of opting-out. You also understand and agree that any other method of opting-out, including, but not limited to, texting words other than the word STOP or verbally requesting one of our employees to remove you from our list, is not a reasonable means of opting-out.
- f. *Duty to Notify and Indemnify.* If at any time you intend to stop using the mobile telephone number that has been used to subscribe to the Program, including canceling your service plan or selling or transferring the phone number to another party, you agree that you will complete the User Opt-Out process set forth above prior to ending your use of the mobile telephone number. You understand and agree that your agreement to do so is a material part of these Terms. You further agree that, if you discontinue the use of your mobile telephone number without notifying Inspectify of such change, you agree that you will be responsible for all costs (including attorneys' fees) and liabilities incurred by Inspectify, or any party that assists in the delivery of the mobile messages, as a result of claims brought by individual(s) who are later assigned that mobile telephone number. This duty and Agreement shall survive any cancellation or termination of your agreement to participate in any of our Programs. YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND, AND HOLD US HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY US OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. § 227, OR SIMILAR STATE AND FEDERAL LAWS, AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM US ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.
- g. *Program Description.* Without limiting the scope of the Program, users that opt-in to the Program can expect to receive messages concerning the marketing and sale of our products and services.
- h. *Cost and Frequency.* Message and data rates may apply. The Program involves recurring mobile messages, and additional mobile messages may be sent periodically based on your interaction with Inspectify.
- i. *MMS Disclosure.* The Program will send SMS TMs (terminating messages) if your mobile device does not support MMS messaging.
- j. *Our Disclaimer of Warranty.* The Program is offered on an "as-is" basis and may not be available in all areas at all times and may not continue to work in the event of product,

software, coverage, or other changes made by your wireless carrier. We will not be liable for any delays or failures in the receipt of any mobile messages connected with this Program. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator and is outside of Inspectify's control.

- k. *Participant Requirements.* You must have a wireless device of your own, capable of two-way messaging, be using a participating wireless carrier, and be a wireless service subscriber with text messaging service. Not all cellular phone providers carry the necessary service to participate. Check your device capabilities for specific text messaging instructions.

11. Third-Party Sites and Services

- a. The Service may contain links to or allow you to share content directly with other third-party websites, including links in other users' profiles to social media or other websites ("**Third-Party Sites**"). You acknowledge that we have no control over the Third-Party Sites and are not responsible for their contents and/or availability. We do not assume any liability for your use of any of the foregoing, which use you acknowledge and agree shall be at your own risk.
- b. These links are provided to you for convenience only and do not constitute an endorsement or approval by us of the organizations that operate such websites, the content, or other material contained in the Third-Party Sites and we have no association with their operators. Your use of the Third-Party Sites will be governed by their terms and conditions and privacy policies (if any) ("**Third-Party Terms**"). It is your responsibility to read and comply with Third-Party Terms.

12. Notice for California Residents Pursuant to California Civil Code Section 1789.3

- a. Under California Civil Code Section 1789.3, California consumers of an electronic commercial service receive the following consumer rights notice: California resident may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd. Suite N 112, Sacramento, CA 95834, or by telephone at 800-952-5210.

13. Indemnity

- a. You agree to indemnify and hold the Inspectify and its affiliates, and their respective business partners, licensees, licensors, officers, directors, employee, and agents (THE "**indemnified Parties**") harmless from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs), arising out of or in connection with: (a) your use of the Service; (b) your breach or violation of any of these Terms; or (c) your violation of the rights of any third party. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, which shall not excuse your indemnity obligations. In such event, you shall provide the Indemnified Parties with such cooperation as is reasonably requested by the Indemnified Parties.

14. Warranty Disclaimer

- a. WE PROVIDE THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO GUARANTEE THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE, OR FREE FROM

VIRUSES OR OTHER HARMFUL COMPONENTS. WE HAVE NO OBLIGATION TO CORRECT ANY BUGS, DEFECTS OR ERRORS IN THE SERVICE OR TO OTHERWISE SUPPORT, DEVELOP OR MAINTAIN THE SERVICE. While we take reasonable precautions to prevent the existence of computer viruses and/or other malicious programs, we accept no liability for them. We also make no promises or guarantees, whether express or implied, that the content included on the Service is accurate, complete, or up to date.

- b. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXCLUDE ALL CONDITIONS, WARRANTIES, REPRESENTATIONS AND OTHER TERMS, WHICH MAY APPLY TO THE SERVICE WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES WITH RESPECT TO THE SERVICE AND ALL INFORMATION AND CONTENT INCLUDED ON THE SERVICE.
- c. No information or advice obtained through the Service, or affirmation by us, by words or actions, shall constitute a warranty.
- d. Because some states or jurisdictions do not allow the disclaimer of implied warranties, the foregoing disclaimers may not apply to you.

15. Limitation of Liability

- a. IN NO EVENT SHALL THE INDEMNIFIED PARTIES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS, ANY BREACH OF SECURITY OR ANY DAMAGE TO YOUR DEVICE, LOST DATA, PERSONAL INJURY, PROPERTY DAMAGE, OR LOSSES ARISING OUT OF YOUR USE OF OR RELIANCE ON THE SERVICE OR YOUR INABILITY TO ACCESS OR USE THE SERVICE) ARISING FROM, RELATING TO, OR IN ANY WAY CONNECTED WITH THE USE OR THE PERFORMANCE OF THE SERVICE OR THESE TERMS, ARISING AND WHETHER FRAMED IN CONTRACT OR TORT, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF INSPECTIFY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. Except as provided for in Section 5, your sole remedy for dissatisfaction with the Service including, without limitation, content offered on the Service, is to stop using the Service. Such limitation shall also apply with respect to damages incurred by reason of services or products received through or advertised in connection with the Service or any links on the Service, as well as by reason of any information or advice received through or advertised in connection with the Service or any links on the Service. Such limitation shall also apply with respect to damages incurred by reason of any content posted by a third-party or conduct of a third-party on the Service.
- c. Except as provided for in Section 5, in the event the foregoing exclusion of liability is determined, in whole or in part, to be invalid or unenforceable, then the Indemnified Parties' liability arising in connection with the Service or under these Terms whether in contract, tort (including negligence) or otherwise, shall not exceed, under any circumstances One Hundred Dollars (\$100). You agree that any claim or cause of action arising under these Terms or the performance or non-performance of the Service must be brought within one year after such claim or cause of action arises or be forever barred. THIS TIME PERIOD MAY BE SHORTER THAN OTHERWISE PROVIDED BY LAW.

- d. THE LIMITATIONS AND DISCLAIMERS IN THESE TERMS DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, INSPECTIFY'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON INSPECTIFY'S CHOICE OF LAW PROVISION SET FORTH BELOW.
- e. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

16. Termination

- a. We may terminate these Terms and/or terminate your permission to use the Service immediately, without prior notice or liability, if (i) you commit any breach of these Terms, (ii) we discontinue the Service, or (iii) we are prevented from providing the Service for any reason.
- b. Furthermore, we reserve the right to change, edit, suspend, delete, and/or cancel any part of the Service and/or your access to it at any time with or without notice to you: (i) if required by law, or (ii) due to an event beyond our control.
- c. On termination of these Terms for any reason: (i) all rights granted to you under these Terms will cease immediately, (ii) you must immediately cease all activities authorized by these Terms (including your use of the Service), and (iii) you acknowledge that we may restrict your access to the Service. Sections 3, 5(i)-(k), 9, and 13–21 will survive any termination or expiration of these Terms.

17. Communication Between Us

- a. If you wish to contact us in writing, or if any condition in these Terms require you to give us notice in writing, you can send this to us as indicated in Section 22 (*Contact Information*) at the bottom of these Terms. If we have to contact you or give you notice in writing, we may do so by email or using any other contact details you provide to us.

18. Governing Law

- a. These Terms and any matter arising out of or relating to these Terms, and any claim, cause of action, controversy, or matter in dispute between you and us, whether sounding in contract, tort, statute, regulation, or otherwise, shall be governed by the internal laws of the State of California in the United States, consistent with the Federal Arbitration Act, without regard to any choice or conflict of laws principles (whether of the State of California or any other jurisdiction). You and Inspectify agree that, except as otherwise provided below, the state and federal courts located in the City of Seattle in King County, Washington will have exclusive jurisdiction of all disputes arising out of or related to these Terms or your use of the Service and agree to submit to the personal jurisdiction and venue of these courts. Notwithstanding the foregoing, Inspectify shall be allowed to apply for equitable remedies (including injunctions) in any jurisdiction.

19. Dispute Resolution

- a. *Concerns.* Most concerns can be resolved quickly by contacting us at the contact details in Section 22 (*Contact Information*) below.
- b. *Arbitration Procedures.* In the event your concern cannot be resolved informally, you and Inspectify agree that, except as provided in Section 19(e) below, all Disputes, (each a “**Claim**”), shall be finally and exclusively resolved by binding arbitration, which may be initiated by either party by sending a written notice requesting arbitration to the other party. Any election to arbitrate by one party shall be final and binding on the other. The arbitration will be conducted under the Streamlined Arbitration Rules and Procedures of JAMS that are in effect at the time the arbitration is initiated (the “**JAMS Rules**”) and under the terms set forth in these Terms. In the event of a conflict between the terms set forth in this Section 19 (*Dispute Resolution*) and the JAMS Rules, the terms in this Section will control and prevail.

Except as otherwise set forth in Section 19(e) below, you may seek any remedies available to you under federal, state, or local laws in an arbitration action. As part of the arbitration, both you and Inspectify will have the opportunity for discovery of non-privileged information that is relevant to the Claim. The arbitrator will provide a written statement of the arbitrator’s decision regarding the Claim, the award given, and the arbitrator’s findings and conclusions on which the arbitrator’s decision is based. The determination of whether a Claim is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Except as otherwise provided in these Terms, (i) you and Inspectify may litigate in court to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate, or enter judgment on the award entered by the arbitrator; and (ii) the arbitrator’s decision shall be final, binding on all parties and enforceable in any court that has jurisdiction, provided that any award may be challenged if the arbitrator fails to follow applicable law.

IN THE CASE OF ARBITRATION AND WHERE PERMITTED BY LAW, YOU ARE AGREEING TO GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY. YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. ARBITRATOR DECISIONS ARE ENFORCEABLE AS ANY COURT ORDER AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT.

- c. *Location.* The arbitration will take place in the City of Seattle in King County, Washington unless the parties agree to video, phone, or internet connection appearances.
- d. *Limitations.* You and Inspectify agree that any arbitration shall be limited to the Claim between Inspectify and you individually. YOU AND INSPECTIFY AGREE THAT (i) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (ii) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (iii) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER ARBITRATION.
- e. *Exceptions to Arbitration.* You and Inspectify agree that the following Claims are not subject to the above provisions concerning binding arbitration: (i) any Excluded Dispute;

(ii) any Claim related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (iii) any claim for equitable relief. In addition to the foregoing, either party may assert an individual action in small claims court for Claims that are within the scope of such court's jurisdiction in lieu of arbitration.

- f. *Arbitration Fees.* If you initiate arbitration for a Claim, you will need to pay the JAMS arbitration initiation fee. If we initiate arbitration for a Claim, we will pay the costs charged by JAMS for initiating the arbitration. All other fees and costs of the arbitration will be charged pursuant to the JAMS Rules.
- g. *Severability.* You and Inspectify agree that if any portion of this Section is found illegal or unenforceable (except any portion of Section 19(e)), that portion shall be severed and the remainder of the Section shall be given full force and effect. If Section 19(e) is found to be illegal or unenforceable then neither you nor Inspectify will elect to arbitrate any Claim falling within that portion of Section 19(e) found to be illegal or unenforceable and such Claim shall be exclusively decided by a court of competent jurisdiction within the City of Seattle in King County, Washington, and you and Inspectify agree to submit to the personal jurisdiction of that court.

20. Other Important Terms

- a. *Assignment.* The rights granted to you under these Terms may not be assigned without Inspectify's prior written consent, and any attempted unauthorized assignment by you shall be null and void.
- b. *Severability.* Except as otherwise provided in Section 19(g), if any part of these Terms is determined to be invalid or unenforceable, then that portion shall be severed, and the remainder of the Terms shall be given full force and effect.
- c. *Attorneys' Fees.* In the event any litigation or arbitration is brought by either party in connection with these Terms, except as otherwise provided in Section 19(f), the prevailing party shall be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred by such prevailing party in any legal action relating to these Terms.
- d. *No Waiver.* Our failure to enforce any provision of these Terms shall in no way be construed to be a waiver of such provision, nor in any way affect our right to enforce the same provision at a later time. An express waiver by Inspectify of any provision, condition, or requirement of these Terms shall not be understood as a waiver of your obligation to comply with the same provision, condition, or requirement at a later time.
- e. *Equitable Remedies.* You acknowledge and agree that Inspectify would be irreparably damaged if the terms of these Terms were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to any breach of these Terms, in addition to such other remedies as we may otherwise have available to us under applicable laws.
- f. *Entire Agreement.* These Terms, including the documents referenced in these Terms, constitutes the entire agreement between you and Inspectify with respect to the Service and supersedes any and all prior agreements between you and Inspectify relating to the Service.

- g. *Transfer*. We may transfer our rights and obligations under these Terms to another organization, but this will not affect your rights or our obligations under these Terms.

21. Changes to These Terms

- a. We reserve the right, at our sole discretion, to amend these Terms at any time. As applicable, we will notify you of material changes to these Terms when you next access the Service (we may also email you about any material changes to these Terms). We reserve the right at any time and from time-to-time to modify or discontinue, temporarily or permanently, the Service (or any part of it) with or without notice.

22. Contact Information

- a. If you have any questions or comments relating to the Service or these Terms, please contact us at the information below

Inspectify, Inc.

101 Yesler Way

Suite 600

Seattle, Washington 98104

hello@inspectify.com

855-456-6446