

BestTexasHomeInspectors.com Terms and Conditions for Advertiser Members

Welcome! This Agreement ("Agreement") details your relationship with Space City Investments, LLC – DBA BestTexasHomeInspectors.com ("BTHI").

As used herein, you, the Advertising Inspector Member, and all of your DBAs, affiliates, agents, employees, representatives, and/or subcontractors are referred to as "you," "your," "member," "inspector," "advertising inspector," or "inspector." BTHI, its employees and agents are referred to herein as "we," "us," "our," or "BTHI." References herein to the BTHI "Website" include any and all website(s) and/or app(s) now, or hereafter, owned and/or operated by BTHI. These Terms & Conditions were last updated on 3/31/20 and may be updated as needed from time to time. As long as you are a member you will receive notice by email of any and all updates to this agreement. However, you are bound by this Agreement regardless of your actual receipt of any future updates.

What We Agree.

- I. With Respect to Advertising Members & Non-Advertising Members
 - a. BTHI receives requests from homeowners, home sellers, and/or home buyers, as well as owners, buyers and/or sellers of commercial property and/or businesses and from consumers, property managers, individuals and other persons ("customers") expressing interest in finding qualified inspectors that serve specific locations to inspect and report on the current condition(s) of these various properties.
 - b. BTHI maintains a "Basic list" of all Professional Real Estate Inspectors in Texas that are currently licensed by and in good standing with the Texas Real Estate Commission (TREC). Our basic list may be enlarged to include other Texas licensed inspectors such as, but not limited to mold, lead, or asbestos inspectors.
 - c. Upon request for an inspector in a given area, BTHI will attempt to provide to the customer, at no cost to them, an accurate list of inspectors that serve the "area of interest." Advertising inspectors will (depending on their level of advertising) be given higher (but random) placement on the list. Inspectors on the "Basic List" (which is free to the inspectors) will be listed after the advertising inspectors and also in a random order.
 - d. The "area of interest" may be defined by zip code, city or town, or by county. Non-advertising inspectors who are given a free basic listing will appear on the list only in the zip code displayed on their license information from TREC. Advertising inspectors are allowed to choose which areas they serve and will be displayed accordingly.
 - e. You understand and acknowledge that BTHI DOES NOT SELL "LEADS" TO INSPECTORS. Instead, we provide inspector information to customers as requested. If a customer contacts you, you are then free to do business with them as you wish.
 - f. We do not limit the number of inspectors that are provided to a customer except by the area of interest requested by the customer.
 - g. We do not guarantee to provide you any specific number of contacts nor do we make guarantees, representations, or warranties regarding a customer's level of interest, their desire to have work completed, their ability to pay you, the accuracy of the information provided by the customers, and/or that any customers will hire you to perform services. We are not involved in, nor do we have any responsibility for your contracts with customers, their creditworthiness, and/or any payments to you and/or any disputes they may have with you and/or that you may have with them. You release and hold BTHI harmless from any claims or damages arising as a result of BTHI's provision of contact information for any inspector you may potentially engage. You further agree and understand that this Agreement is non-exclusive and BTHI is free to contract with other, potentially competitive, inspectors.
 - h. We provide customers with the ability to rate their experience working with advertising inspectors (not non-advertising inspectors) via customer reviews. Advertising inspectors

will also have the ability to solicit and collect reviews from any of their customers. Such reviews will be displayed in the "Reviews" section of our website. A "review" link will be placed on your advertisement which both requests and displays reviews. We may also include reviews from other sources. You release and hold BTHI harmless from any claims or damages arising as a result of any reviews posted on the website.

II. With Respect to Advertising Members

- a. Advertising packages are purchased on an annual basis. You may pay for your advertising on a monthly or annual basis and more than one level of advertising is available to suit your budget. Advertising "packages and costs" are displayed and described in the "Become an Advertiser" section of the BTHI website. **You may be displayed among inspectors who have chosen more or less advertising than you. Inspectors with a higher level of advertising will appear closer to the top of the list provided to a customer.**
- b. Advertising will be renewed automatically on an annual basis. Advertising costs may increase at renewal times but you will be notified of your upcoming renewal 30 to 60 days in advance. You may cancel your advertising with BTHI at any time by simply notifying us one calendar month in advance by e-mail or by using the "Contact Us" link on our website. Cancellations will go into effect on the first of the month immediately following your 30 day cancellation notice. As an example, if you cancel your ad in the middle of January, your ad will continue through the month of February as all refunds are based on a prorated "full month" basis. Refunds will be credited to the credit card used to pay for your advertising. If that credit card is no longer active, we will issue a refund check to be sent to you by U.S. Mail.

What You Agree.

- I. You agree to all terms and conditions of this Agreement and represent, on behalf of you, your company, employees, subcontractors, and/or any individuals performing work on your behalf, at the time you become a BTHI advertising member, and thereafter while this Agreement remains in effect, as follows:
 - a. Advertising on the BTHI website is available only to individuals who are at least 18 years old and can form legally binding contracts under applicable law. By applying to advertise on our website, you represent and warrant that you are eligible and that you are qualified and capable of performing the services, trade, and/or tasks you selected on the Inspector Advertiser Application Form and any subsequent amendments that you make to your Company Profile on our website.
 - b. You are, and at all times will be, properly and fully licensed by the State of Texas if applicable to your trade. If you and/or your company is operating under a license with special restrictions, you agree and represent that you will at all times operate within the guidelines as specified by such restrictions. In the event your license is suspended or revoked, you will notify BTHI within five days of receipt of such notice. Upon receipt of any notice of suspension or revocation, BTHI is authorized to immediately remove your listing and terminate this Agreement.
 - c. You will comply with the BTHI advertisement requirements as specified from time to time. If these requirements are amended, you will be advised and must comply with any changes immediately upon notification if no action is required on your part or within thirty (30) days if affirmative action is required of you.
 - d. If you provide written comments or testimonials about our service or activities, you agree that we shall have sole ownership of any and all intellectual property rights in such comments or testimonials, and that we may post and publish your comments or portions of your comments thereof at our sole discretion on our Website and/or in other marketing materials including your name and company or agency, and that you shall not be entitled to any payments associated with our use of the foregoing. You hereby authorize us to use your name, company name, and/or franchise name, as applicable, and/or any of the trademarks, service marks, trade names and/or logos, content including photographs, in

the form or format that you supply to us or that you upload to our Website, for use and posting on our Website for use in marketing materials to be presented to customers or prospective customers in online postings, via emails or otherwise to help promote you or your services, and that you shall not be entitled to any payments associated with our use of the foregoing. BTHI reserves the right, in its sole discretion, to review, reject, and remove any content that you upload to the BTHI website or your company profile. You further represent that you have all necessary rights to display any of the logos, service marks, trademarks, and/or any other content that you upload to our Website, and represent that your uploading for display of any such content, and the use by BTHI of such content as contemplated by this Agreement, shall not violate any third party's intellectual property rights. If there are any limitations and/or restrictions pertaining to the use or presentation of such logos, trade or service marks, it shall be your responsibility to provide us in writing with any such restrictions or limitations of use. You agree to indemnify and hold BTHI harmless from any claims relating to or arising from your use of any intellectual property alleged to be owned or controlled by a third party. In the event a dispute arises as to the ownership or usage of any intellectual property, BTHI reserves the right to remove any affected listings until such time BTHI receives proof of ownership or permitted usages from the owner.

- e. By posting or providing any content on the BTHI Website, including but not limited to photographs ("Content"), you represent and warrant to us that you own or have all necessary rights to use the Content, and grant to BTHI the rights granted below. The foregoing representation includes, but is not limited to a representation and warranty that you own or have the necessary rights (including any necessary releases) to grant all rights granted below in relation to any persons, places or intellectual property pictured in any photographic Content that you provide. In addition, if you post or otherwise provide any Content that is protected by copyright, you represent that you have obtained any necessary permissions or releases from the applicable copyright owner. You hereby grant BTHI and its successors a perpetual, irrevocable, non-exclusive, royalty-free, transferable, assignable, sub-licensable, worldwide license to use, store, display, reproduce, crop, distribute and/or place your advertising Content on the BTHI Website and on any other websites owned or operated by BTHI. Nothing in this Agreement shall restrict other legal rights BTHI may have to the Content, for example, under other licenses. BTHI reserves the right to remove or modify Content without notification that we believe violates this Agreement and/or our policies. You further authorize us and our successors, without compensation to you and/or others, to reproduce, print, publish, and disseminate in any format or media (whether now known or hereafter created) the Content, including, if submitted, your name, voice and likeness throughout the world, and such permission shall be perpetual and cannot be revoked for any reason. You acknowledge and agree that any Content you post or provide may be viewed by the general public and will not be treated as private, proprietary, or confidential. Further, to the extent permitted under applicable law, you waive and release and covenant not to assert any moral rights that you may have in any Content posted or provided by you.
- f. You represent and warrant that all of the information you provide to BTHI, and any and all information you include on your profile page, is true and accurate. You acknowledge that a violation of any of the foregoing could result in significant damages, and you agree that you are liable to BTHI for any such damages, and will indemnify BTHI in the event of any third party claims against us based on or arising from your violation of the foregoing. BTHI is not responsible or liable to you for any reviews or ratings posted about you by customers on our Website.
- g. You will not engage in any illegal acts or acts of wrongdoing, dishonesty, or unethical business practices with BTHI, any customer or other third party, including, but not limited to, disclosing any user's personal information to any third party. You will at all times be in full compliance with all applicable Federal, State, local and other laws and regulations that apply to your activities.
- h. You agree to allow only employees of your company or independent contractor services employed directly on behalf of your business to contact and/or provide any service to

customers you learn of via BTHI. To the extent you use any such; you shall be responsible and liable for all acts and omissions of such subcontractors and for ensuring that such subcontractors comply with all the provisions of this Agreement. You agree to indemnify and hold BTHI harmless from any claims raised by customers or other third parties relating to or arising from the services you perform.

GENERAL PROVISIONS

You acknowledge and agree that the BTHI Services are provided without any warranty whatsoever. This Agreement inures to the benefit of BTHI's successors, assignees and/or licensees. If any provision of these Terms and Conditions shall be deemed unlawful, void, or unenforceable, for any reason, by any court of competent jurisdiction that provision shall be modified to make it enforceable, while maintaining the spirit of the provision. Alternatively, if modification is not possible, such provision shall be stricken and shall not affect the validity and enforceability of the remaining terms. The failure of BTHI to exercise or enforce any right and/or provision of this Agreement shall not constitute a waiver of such right or provision. The section titles in the Agreement are for convenience only and have no legal or contractual effect. This Agreement is governed by the laws of the State of Texas, exclusive of its choice of law provisions. You agree that the proper venue for the resolution of a dispute under this Agreement shall be a court of competent jurisdiction Harris County, Texas. This Agreement constitutes the entire agreement between you and BTHI and supersede all oral and written negotiations and/or representations of the parties with respect to the subject matter hereof.