

BestTexasHomeInspectors.com Terms of Service for Users

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

This Website and the services (the "Services") of BTHI are offered to you, conditioned on your acceptance without modification, of the following terms, conditions, and notices contained in this agreement (the "Terms and Conditions"). Your use of this Website or submission of service requests constitutes your agreement to all such terms, conditions, and notices in effect at the time of use. These Terms and Conditions apply to any Services or properties such as websites or apps owned and operated by BTHI. If you cannot or do not agree to these terms please do not use this Service. We may amend these Terms & Conditions at any time by posting a revised version of these Terms and Conditions. These Terms & Conditions were last updated on **March 15, 2020**.

I. DEFINITIONS

- A. **Parties.** "You" and "your" refer to you, as a user of the Service. A "user" is someone who accesses or in any way uses the Service. "We," "us," and "our" refer to BTHI and its affiliates or advertisers.
- B. **Content.** "Content" means text, images, photos, audio, video, and/or all other forms of data and/or communication. "Your Content" means Content that you submit or transmit to, through, or in connection with the Service, such as ratings, reviews, photos, videos, compliments, direct messages, and/or information that you contribute to your user profile. "User Content" means Content that users submit or transmit to, through, or in connection with the Service. "BTHI Content" means Content that we create and make available in connection with the Service. "Third Party Content" means Content that originates from parties other than BTHI and/or its users, which is made available in connection with the Service. "Service Content" means all of the Content that is made available in connection with the Service, including, but not limited to, Your Content, User Content, Yelp Content, and Third Party Content.
- C. **Sites and Accounts.** "Consumer Site" means BTHI's consumer website (www.BestTexasHomeInspectors.com and related domains) and/or mobile applications. "Business Account" means the account you create to advertise your business on the BTHI website.
- D. "Inspector" means, home inspector, real estate inspector, commercial real estate inspector, Mold Inspector or assessor, lead or lead based paint inspector, energy auditor, infrared or thermal inspector, termite inspector, and/or any other inspector or inspection service found on any BTHI related website(s) or app(s).
- E. "Listed Inspectors" means the basic listing that BTHI provides for home and/or real estate inspectors that are licensed by the Texas Real Estate Commission (TREC). It is your responsibility to confirm that these licenses are current. These inspectors may offer other services that require additional licenses by other entities, either state or federal. Some of these listed inspectors may choose to pay for enhanced listings with additional information. Enhanced listings will be displayed first in any list you see on our site(s).
- F. "Non-Listed Inspectors" means inspectors and/or inspection services provided by inspectors who are not primarily home inspectors and licensed by TREC, such as termite inspectors or mold inspectors, etc. and who are allowed to advertise on our sites(s). In every instance you should confirm *on your own* that any license and/or certification claimed is true and current.

II. THE STANDARD SERVICES

At BTHI we are committed to making your total experience a positive one. It is very easy to find an inspector or related service using BTHI.

- A. **Inspector Finder.** Upon entering the zip code where you need the services of an inspector, we will attempt to provide you with a list of inspectors that serve the zip code you select. This is not a "lead generation" service which will sell your information to inspectors. You are free to choose from the list(s) provided and contact as many of them as you like. We do not guarantee that the type of

inspector you need may be available in every zip code. You agree to indemnify and hold BTHI harmless from any damages or claims arising as a result of any services performed by an inspector you select from a listing provided by BTHI.

- B. **Booking.** BTHI does not attempt to book or schedule appointment with inspectors. Instead, you should contact and discuss your needs with inspectors of your choice and make your own arrangements.
- C. **No Guarantees and/or Endorsements.** BTHI takes certain steps to examine the credentials of the inspectors listed on our website(s) and/or whom you may book using our Services. We make no guarantees, warranties and/or representations regarding the skills and/or certifications or licenses of such inspectors or the quality of the job that he or she may provide for you if you elect to retain their services. **BTHI does not endorse or recommend the services of any particular inspector.** The State of Texas requires some inspectors to be licensed but not all. BTHI requires inspectors who advertise their services on our site(s) to display their current license numbers and show which Texas state department issued the license. Other than annually verifying home inspector licenses with TREC, we do not independently verify their representations about their services, nor validate any reviews.

It is entirely up to you to evaluate the inspector's qualifications, and to enter into a direct contract or otherwise reach an agreement with an inspector. We do not guarantee or warrant any inspector's performance on the job and/or the outcome or quality of their services. The inspectors are not employees and/or agents of BTHI, nor is BTHI an agent of the inspectors. BTHI encourages you to verify your chosen service provider's qualifications. You indemnify and hold BTHI harmless from any claims or damages arising from your selection o

- D. **Enhanced listings on the BTHI website.** Inspectors using enhanced listing may inform you of certain offers and/or discounts. Such offers and/or discounts are made solely by the inspector and BTHI does not guarantee and/or warrant the pricing and/or discounts that an Inspector may offer you. Any quotes, offers and/or discounts provided by inspectors to you are solely between you and the inspector. BTHI is not a party to any such agreements. All payments, including applicable taxes, must be made to the inspector in accordance with the agreements made with them.
- E. **Release from Damages or Claims.** Should you have a dispute with respect to any services provided by any inspector or the fees charged by any inspector, you must address such dispute with the inspector directly. **YOU HEREBY AGREE TO RELEASE BTHI, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, EMPLOYEES AND/OR AGENTS FROM ANY DAMAGES OR CLAIMS (INCLUDING CONSEQUENTIAL AND/OR INCIDENTAL DAMAGES) OF EVERY KIND OR NATURE, SUSPECTED AND UNSUSPECTED, KNOWN AND UNKNOWN, AND DISCLOSED OR UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES AND YOUR DEALINGS WITH LISTED OR NON LISTED INSPECTORS.**
- G. **Your Use of the BTHI Services.** You acknowledge and agree that your use of BTHI is for your personal use and not for advertising or commercial purposes.
- H. **Privacy Policy.** BTHI does not collect any information about you, the user. If you choose an inspector that is listed on our site(s) and/or app(s) the information you share is between you and the inspector. Since we do not collect information about you we have nothing to share and you have no danger of losing information if our site is hacked. We do collect information about our inspectors but no more than is publicly available.

III. USER AND INSPECTOR GENERATED CONTENT

You agree that all of the content and information posted by you and/or your agents or designees on BTHI, including but not limited to, photographs or images, comments, questions and/or answers (whether in reviews and/or enhanced listings), and/or any other content (known collectively as "content") is the sole and exclusive property of BTHI, and that you have no right to reproduce, post, publish, and/or otherwise use such information other than for your personal use relating to your service request.

- A. **Use of Your Content.** 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. You authorize us, without compensation to you or others, to copy, reproduce, incorporate, distribute and/or publicly display such Content throughout the world on our website(s) or app(s).

- B. **Representation of Ownership and Right to Use Content.** By posting or providing any Content to BTHI, you represent and warrant to BTHI that you own and/or have all necessary rights to use the Content, and grant those rights to BTHI. You indemnify and hold BTHI harmless from any claims by third parties relating to any Content you provide to BTHI.
- C. **Content Guidelines.** BTHI reserves the right, but not the obligation, to edit or abridge, to refuse to post, and/or to remove any content that you and/or any other users post on any BTHI owned or operated websites and/or apps if we determines (in our sole discretion) that such content contains any of the following:
1. Offensive, harmful and/or abusive language, including without limitation: expletives, profanities, obscenities, harassment, vulgarities, sexually explicit language and/or hate speech (e.g., racist/discriminatory speech).
 2. References to illegal activity.
 3. Language that violates the standards of good taste and/or the standards of this Site.
 4. Statements that are and/or appear to be false.
 5. Comments that disparage BTHI.
 6. With respect to Ratings and/or Reviews of Inspectors, all of the above and in addition the following:
 - a) Reviews that do not address the goods and/or services of the business or reviews with no qualitative value (e.g., "work has not started yet").
 - b) Comments concerning an inspector other than the inspector being reviewed and/or rated.
 - c) You represent and warrant that any Star Rating and/or Review provided by you is accurate and truthful, and that you will only provide a Star Rating and/or Review for an inspector that has performed fee paid services for you.
- D. **Ratings and Reviews.** Ratings or review are not published until the inspector has been notified and given the opportunity to respond. Responses to ratings and review will be published along with the rating and or review. Ratings and reviews that do not meet our review guidelines will not be published.
- E. **Ratings and reviews are not endorsed by BTHI.** All ratings and reviews of an inspector displayed to you reflect the opinions of other consumers, and do not reflect or represent the opinions and/or representations of BTHI. We disclaim any and all representations and/or warranties with regard to the Ratings and Reviews. **We do not assume responsibility and/or liability** for any review or for any claims, damages, and/or losses resulting from any use of the Site and/or the materials contained therein. You release and hold BTHI harmless from any damages or claims arising as a result of any rating or review provided by a third party.
- F. **Links to third party sites.** Some links in BTHI site(s) and/or app(s) will let you navigate away from BTHI's site to a third party's site. The linked sites are not under the control of BTHI and we are not responsible for the contents and/or functionality of any linked site and/or any link contained in a linked site, and/or any changes and/or updates to such sites. Your use of such third party linked sites is governed by the terms and conditions, and privacy policies, of such linked sites. BTHI is not responsible for webcasting and/or any other form of transmission received from any linked site. BTHI is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by BTHI of the site.

IV. GENERAL PROVISIONS

You acknowledge and agree that the BTHI Services are provided to you at no charge, without any warranty whatsoever, and your sole and exclusive remedy and BTHI's sole obligation to you and/or any third party for any claim arising out of your use of BTHI's Services is that you are free to discontinue your use of BTHI's Services at any time. The Terms and Conditions will inure 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 the Terms and Conditions shall not constitute a waiver of such right or provision. 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 the Services or the Terms and Conditions

must be filed within one (1) year after such claim or cause of action arose or shall be forever barred. The section titles in the Terms and Conditions are for convenience only and have no legal or contractual effect. These Terms and Conditions are 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. These Terms and Conditions constitute 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.