

## InspectionGo User Agreement

*Version July 13, 2020*

The following User Agreement (“Agreement”) governs the use of InspectionGo Inc. (“InspectionGo”) websites and pages located at InspectionGo.com, iGoInspectors.com, InspectionGoAcademy.com, and other InspectionGo websites (“InspectionGo Websites”), as well as interactions related to engagement with InspectionGo, including services arrangements, webinars, online events, live events, and other communications (“InspectionGo Interactions”) with InspectionGo employees, agents, officers, and customers (all collectively the “Services”).

Please read the rules contained in this Agreement, which can be accessed at any time, carefully.

Your use of any aspect of any InspectionGo Websites will constitute your consent to comply with this Agreement. If you cannot agree with these rules, please do not use the InspectionGo Websites or any of the Services.

Please note that certain parts of InspectionGo Websites or InspectionGo Interactions may have separate terms of use and privacy policies (“Special Terms”), which will govern your use of those InspectionGo Websites and InspectionGo Interactions, including the InspectionGo academy (“InspectionGo Academy”), InspectionGo call center services (“InspectionGo Call Center Services”), and InspectionGo accounting services (“InspectionGo Accounting Services”). In the event that there is a conflict between the Special Terms and this Agreement or the InspectionGo Privacy Policy, the Special Terms shall govern, followed by the InspectionGo Privacy Policy, and then this Agreement.

The Agreement may be modified from time to time; the date of the most recent revisions will appear on this page. Continued access of the InspectionGo Websites or any Services by you will constitute your acceptance of any changes or revisions to the Agreement.

Your failure to follow these rules, whether listed below or in notifications posted at various points in the InspectionGo Websites or through notifications provided during InspectionGo Interactions, may result in suspension or termination of your access to InspectionGo Websites or InspectionGo Interactions, without notice.

**\*\*\*Note: If you utilize the InspectionGo Websites, you are entering into a legally binding agreement by accepting this User Agreement and our Privacy Policy.\*\*\***

### Introduction

InspectionGo provides support services for home inspectors, including InspectionGo Websites and InspectionGo Interactions for conversations and collaborations with us and among our registered users (“Members” or each a “Member”).

### Membership and Payments

As a Member, you may have contracted for certain InspectionGo Services through InspectionGo Websites or other InspectionGo Interactions (your “Membership”). Specific Membership details and associated payments (“Payments”) for any Services are available from InspectionGo (but may be

altered at any time by InspectionGo, subject to any Special Rules agreed upon in writing between you and us. Payments for InspectionGo Services are required, in advance, to be a Member. If Payments lapse for any reason, InspectionGo has a right to terminate your Member status and all access to InspectionGo Services. No refunds will be made for any Payments for any InspectionGo Services.

## **Participation**

*Eligibility* – You promise that you are eligible to enter into this Agreement and you are at least 18 years of age or older; (2) you will only have one account for the InspectionGo Websites; and (3) you are not already restricted from using the Services. The Services are not for use by anyone under the age of 18.

*Membership* – As a Member, you promise that you will keep your password a secret. You will not share an account with anyone else and will follow our rules and the law. As between you and others, your account belongs to you. You agree to: (1) try to choose a strong and secure password; (2) keep your password secure and confidential; (3) not transfer any part of your account; and (4) follow the law and the terms of this Agreement. You are responsible for anything that happens through your account unless you close it or report misuse.

*Notices and Service Messages* – You consent to us using our InspectionGo Websites, email, phone, and mail to provide you with important notices. Also, you agree certain additional information can be shared with us. If the contact information you provide is not up to date, you may miss out on these notices. You agree that we may provide notices to you in the following ways: (1) a banner notice on the InspectionGo Websites, (2) an email sent to an address you provided, or (3) through other means including phone or mail. You agree to keep your contact information up to date.

*Messages and Sharing* – When you share information, others can see, copy, and use that information. Our Services allow messaging and sharing of information in many ways. Information and content that you share or post may be seen by other Members. Where we have made private settings available, we will honor the choices you make about who can see content or information. We are not obligated to publish any information or content on our Services and can remove it in our sole discretion, with or without notice.

## **Utilization**

*Appropriate Utilization* – Appropriate utilization of the Services, by you, will mean that you will comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements. In addition, you will provide accurate information to us and keep it updated and use the Services in a professional manner. Relevant lively discussion, debate, or disagreement is encouraged, but make a case for your point of view. Assume the good intentions of other Members, and treat all Members with respect. The InspectionGo Websites and InspectionGo Interactions are intended to promote constructive discussions.

*Inappropriate Utilization* – Inappropriate utilization, which provides immediate grounds for termination of your use of the Services means that you will not:

- Disclose information that you do not have the right to disclose (such as confidential information of others (including your employer) or non-public information of others (including your employer));

- Act dishonestly or unprofessionally, including by posting inappropriate, inaccurate, or objectionable content;
- Add any content that you do not own or have some other legal right to add;
- Add content that is not intended for, or inaccurate for, a designated field;
- Misrepresent your current or previous positions and qualifications;
- Misrepresent your affiliations with a person or entity, past or present;
- Misrepresent your identity;
- Create a Member profile for anyone other than yourself (a real person);
- Use or attempt to use another Member's account;
- Harass, abuse, threaten, insult, use derogatory or similarly offensive words to, or harm another person in any way, including based on race, color, ethnicity, immigration status, national origin, religion or faith, sex or gender identity, sexual orientation, disability, medical condition, or criminal history;
- Act in an unlawful, libelous, abusive, obscene, discriminatory, or otherwise objectionable manner;
- Use profanity, violent, hate-based language, or other insulting words or imagery;
- Marginalize any individuals or groups;
- Send spam or other unwelcomed communications to others;
- Scrape or copy profiles and information of others through any means (including crawlers, browser plugins and add-ons, and any other technology or manual work);
- Violate intellectual property rights of others, including patents, trademarks, trade secrets, copyrights, or other proprietary rights;
- Violate the intellectual property or other rights of InspectionGo;
- Post any unsolicited messages or unauthorized advertising, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of unauthorized solicitation;
- Post anything that contains software viruses, worms, or any other harmful code;
- Manipulate identifiers in order to disguise the origin of any message or post transmitted through the Services;
- Create profiles or provide content that promotes escort services or prostitution;
- Creating or operate a pyramid scheme, fraud, or other similar practice;
- Copy or use the information, content, or data of others available on the Services (except as expressly authorized);
- Copy, modify or create derivative works of any intellectual property of InspectionGo, the Services or any related technology;
- Reverse engineer, decompile, disassemble, decipher, or otherwise attempt to derive the source code for the Services or any related technology, or any part thereof;
- Imply or state that you are affiliated with or endorsed by InspectionGo without express consent;
- Rent, lease, loan, trade, sell/re-sell access to the Services or related any information or data;
- Remove any copyright, trademark or other proprietary rights notices contained in or on our Service;
- Remove, cover, or obscure any advertisement included on the Services;
- Share or disclose information of others without their express consent;
- Use manual or automated software, devices, scripts robots, other means, or processes to access, "scrape," "crawl" or "spider" the Services or any related data or information;

- Use bots or other automated methods to access the Services, add or download contacts, send, or redirect messages;
- Monitor the Services' availability, performance, or functionality for any competitive purpose;
- Engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the Services;
- Access the Services except through the interfaces expressly provided by InspectionGo;
- Override any security feature of the Services; and/or
- Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms).

*Management* – InspectionGo Websites are moderated, but only to a limited extent, and all users will have the ability to flag any inappropriate submissions. Unprofessional, false, misleading, profane, discriminatory, or defamatory comments are not appropriate for the Services.

*No Endorsement* – InspectionGo does not necessarily endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted on InspectionGo Websites, unless expressed by InspectionGo employees, officers, consultants, or other agents. Any information or material placed online, including advice and opinions, are the views and responsibility of those making the comments and do not necessarily represent the views of InspectionGo, unless provided by InspectionGo employees, officers, consultants, or other agents. By submitting any information or materials for posting, you agree that InspectionGo and any InspectionGo third party service providers are not responsible, and shall have no liability to you, with respect to any information or materials posted by others, including defamatory, offensive, or illicit material, even material that violates this Agreement.

*License* – By posting any information or content, the Member acknowledges that he/she owns the rights to the information or content and grants InspectionGo, a royalty-free, worldwide, transferable and sublicensable right to use, improve, copy, modify, distribute, correct, translate, publish, and process, information and content, in whole or in part, that you provide through our Services, without any further consent, notice and/or compensation to you or others; however, such license shall not apply to any information or content related to patent applications submitted prior to such posting or patents issued prior to such posting . If you do not own the rights to information or content posted, you must use an appropriate credit.

*Service Availability* – We may change or discontinue any of our Services. We cannot promise to store or keep showing any information and content you have posted. We may change, suspend, or end any Services, or change and modify prices prospectively in our discretion. To the extent allowed under law, these changes may be effective upon notice provided to you. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in our Privacy Policy.

*Other Content, Sites and Apps* – When you see or use others' content and information posted on our Services, it is at your own risk. Third parties may offer their own products and services through the Services, and we are not responsible for those third-party activities, unless explicitly stated. By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive, or otherwise harmful. InspectionGo generally does not review all content provided by our Members. You agree that we are not responsible for third parties' (including other

Members') content or information or for any damages as result of your use of or reliance on it. You are responsible for deciding if you want to access or use third party sites that link from our Services.

*Limits* – We have the right to limit how you connect and interact on our Services. We are providing you notice about our intellectual property rights. InspectionGo reserves the right to limit your use of the Services, including the number of your connections and your ability to contact other Members. InspectionGo reserves the right to restrict, suspend, or terminate your account if we that you may be in breach of this Agreement or law or are misusing the Services (including violating this Agreement).

*Reservation of Rights* – InspectionGo reserves all of its intellectual property rights in the Services, including content, information, software code, and other data, as well as trademarks, service marks, graphics, and logos used in connection with the InspectionGo Websites and InspectionGo Interactions that are trademarks or registered trademarks of InspectionGo. Other trademarks and logos used in connection with the Services may be the trademarks of their respective owners.

### **Disclaimer, No Warranty, and Limitation of Liability**

*Disclaimer* – The reference on any InspectionGo Websites to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by InspectionGo, unless specifically indicated by InspectionGo. The views and opinions of Members expressed herein do not necessarily state or reflect those of InspectionGo, and shall not be used for advertising or product endorsement purposes. With respect to documents available from the InspectionGo Websites or InspectionGo Interactions, neither InspectionGo, nor any of its employees, agents or officers, makes any warranty, express or implied, including the warranties of merchantability and fitness for a particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights.

*No Warranty* – This is our disclaimer of legal liability for the quality, safety, or reliability of our Services. TO THE EXTENT ALLOWED UNDER LAW, INSPECTIONGO (AND THOSE THIRD PARTIES THAT WORK TO PROVIDE THE SERVICES), (A) DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS (E.G. WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, AND NONINFRINGEMENT); (B) DO NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS, AND (C) PROVIDE THE SERVICE (INCLUDING CONTENT AND INFORMATION) ON AN “AS IS” AND “AS AVAILABLE” BASIS. SOME LAWS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OR ALL OF THESE DISCLAIMERS MAY NOT APPLY TO YOU.

*Exclusion of Liability* – These are the limits of legal liability we may have to you. TO THE EXTENT PERMITTED UNDER LAW, INSPECTIONGO (AND THOSE THIRD PARTIES THAT WORK TO PROVIDE THE SERVICES) SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE SERVICES (E.G. OFFENSIVE OR DEFAMATORY STATEMENTS, DOWN TIME OR LOSS, USE OR CHANGES TO YOUR INFORMATION OR CONTENT). THIS LIMITATION OF LIABILITY IS PART OF THE BASIS OF THE BARGAIN BETWEEN YOU AND INSPECTIONGO AND SHALL APPLY TO ALL CLAIMS OF LIABILITY (E.G. WARRANTY, TORT, NEGLIGENCE, CONTRACT, LAW) AND EVEN IF INSPECTIONGO HAS BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE. SOME LAWS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SO THESE LIMITS MAY NOT APPLY TO YOU.

## **Termination**

InspectionGo or you may terminate this Agreement at any time with notice to the other. On termination, you lose the right to access or use the Services. The following shall survive termination:

- Our rights to use and disclose your feedback;
- Members' rights to further re-share content and information you shared through the Services to the extent copied or re-shared prior to termination; and
- Any other rights that InspectionGo may continue to have under this Agreement.

## **Dispute Resolution**

In the unlikely event we end up in a legal dispute, it will take place in the Federal and state courts applicable to the Commonwealth of Pennsylvania, applying laws of the United States of America and the Commonwealth of Pennsylvania, excluding its conflict of laws rules.

## **General Terms**

If a court with authority over this Agreement finds any part of it not enforceable, you and we agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and we agree to ask the court to remove that unenforceable part and still enforce the rest of this Agreement. This Agreement (including additional terms that may be provided by us when you engage with a feature of the Services as Special Terms) is the only agreement between us regarding the Services and supersedes all prior agreements for the Services. If we do not act to enforce a breach of this Agreement that does not mean that InspectionGo has waived its right to enforce this Agreement. You may not assign or transfer this Agreement (or your membership or use of Services) to anyone without our consent. However, you agree that InspectionGo may assign this Agreement to its affiliates or a party that buys it without your consent. There are no other third party beneficiaries to this Agreement.

We reserve the right to change the terms of this Agreement and will provide you notice if we do and we agree that changes cannot be retroactive. If you do not agree to these changes, you must stop using the Services.

You agree that the only way to provide us legal notice is at the addresses provided in this Agreement.

## **Complaints Regarding Content**

We respect the rights of others. We require that information posted by Members be accurate and not in violation of the intellectual property rights or other rights of third parties. Also, as noted, unprofessional, false, misleading, profane, or defamatory comments are not appropriate for this site. We provide a policy and process for complaints concerning content posted by our Members.

## **How to Contact Us**

If you want to send us notices or service of process, please contact us via email at:

[legal@inspectiongo.com](mailto:legal@inspectiongo.com) or by physical mail at: InspectionGo Inc., 1014 Pennsylvania Avenue, Tyrone, Pennsylvania 16686.