

Web Privacy Policy and Usage Agreement

At Seamless Home Inspection, LLC, we respect the privacy of everyone who visits our Web site and are dedicated to protecting consumer privacy on the Internet. The information below is an overview of how Seamless Home Inspection, LLC handles the personal information you provide us online at Seamless Home Inspection, LLC. Personal information is data that identifies you, such as your name, contact information and so on. We may need to change this online privacy statement from time to time in order to address new issues relating to our Web site - please check this policy regularly.

**Notice of Privacy Practices**

This online privacy statement describes how Seamless Home Inspection, LLC handles personal information that you provide to us when visiting this Web site or during a property inspection. You may wish to consult this online privacy statement to learn how we process your personal information as well as what rights you have concerning such information.

**How We Handle Your Information**

We do not use or disclose the personal information you give us online unless it is required or permitted under the federal and state laws that apply to Seamless Home Inspection, LLC. These laws regulate how Seamless Home Inspection, LLC may handle your information. Under these laws, we are permitted to use and disclose your personal information to support the services provided on this Web site. In addition, you may receive invitations to participate in relevant surveys, and marketing emails from Seamless Home Inspection, LLC. In addition, we do not sell or rent your personal information to third parties.

By using the services of Seamless Home Inspection, LLC, you consent to the collection, use and disclosure of certain of your personal information and that of your clients by Seamless Home Inspection, LLC as detailed in this privacy policy.

**Contact Us**

We are sincerely committed to protecting your personal privacy. Keeping member information secure and using it in a responsible manner is a top priority for Seamless Home Inspection, LLC.

**Privacy Policy Changes**

This Web Privacy Policy is effective January 25th, 2017. Seamless Home Inspection, LLC may change this statement at any time without notice.

**Web Site Usage Agreement Between User and Seamless Home Inspection, LLC**

**Initial Notice**

Thank you for visiting our Web site. This site is owned and operated by Seamless Home Inspection, LLC. Please read carefully the following legal agreement before using this Web site. By using this Web site, you signify your assent to these terms of use. If you do not agree to these terms of use, please disconnect from and do not use this Web site. Seamless Home Inspection, LLC reserves the right to change this Agreement at any time by revising the terms and conditions herein. User is responsible for regularly reviewing these terms and conditions. Continued use of this Web site following any such changes shall constitute the User's acceptance of such changes.

**Permitted Use**

You ("you" or the "User") have a nonexclusive, nontransferable, limited and revocable right to use the Web Site solely for your use, subject to the terms and restrictions herein contained. User will not use the Web Site for any other purpose without the Company's express prior written consent. User agrees to cooperate with Seamless Home Inspection, LLC in causing any unauthorized use to immediately cease.

**List of Restrictions**

Neither the Web site nor any element thereof, including, without limitation, text, graphics, images or other materials, may be copied, repurposed, uploaded, posted, transmitted or redistributed. However, you may download one copy of such materials to your individual computer solely for your personal, non-commercial use only, provided that all copyright and other proprietary notices appearing on such materials are strictly preserved without any alteration, modification or obfuscation. You may not modify or prepare derivative works based upon the Web site, or any element thereof, and you may not redistribute, sell, decompile, reverse engineer, disassemble or otherwise attempt to access the source code to any software downloaded from the Web site. It is a condition of your use of this Web site that you do not restrict or inhibit any other user from using this Web site.

**Reservation of Rights**

All rights, titles and interests in and to this Web site are owned by Seamless Home Inspection, LLC. All trademarks, service marks and trade names are also proprietary to Seamless Home Inspection, LLC. None of the items mentioned herein may be used without the express written consent of Seamless Home Inspection, LLC. All rights are reserved by Seamless Home Inspection, LLC.

**WARRANTY DISCLAIMER**

THE WEB SITE AND ALL ELEMENTS THEREOF ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. SEAMLESS HOME INSPECTION, LLC MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY OR SUITABILITY OF THE CONTENT CONTAINED ON THE WEB SITE. SEAMLESS HOME INSPECTION, LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SEAMLESS HOME INSPECTION, LLC DOES NOT WARRANT THAT THE WEB SITE WILL OPERATE OR PERFORM IN A MANNER THAT IS UNINTERRUPTED OR ERROR-FREE, OR THAT THE WEB SITE OR HOST SERVER WILL BE MAINTAINED FREE OF VIRUSES OR OTHER HARMFUL CODE. SEAMLESS HOME INSPECTION, LLC MAKES NO WARRANTIES THAT THE INFORMATION PRESENTED ON THE WEB SITE IS CURRENT, UP-TO-DATE OR ACCURATE. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE FOREGOING SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**LIABILITY LIMITATION**

UNDER NO CIRCUMSTANCES AND REGARDLESS OF LEGAL THEORY, WHETHER IN TORT, CONTRACT OR OTHERWISE, WILL SEAMLESS HOME INSPECTION, LLC OR ANY OF ITS RELATED OR AFFILIATED COMPANIES OR CONTRACTORS BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND REGARDLESS OF CHARACTER, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RELATING TO LOST DATA, COMPUTER FAILURE OR MALFUNCTIONING, OR OTHERWISE. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT SEAMLESS HOME INSPECTION, LLC IS NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF USER. THE FOREGOING SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU AGREE TO THIS ALLOCATION OF RISK IN RELATION TO YOUR USE OF THE WEB SITE. IF YOU DISAGREE WITH ANY OF THE TERMS AND CONDITIONS OF THIS WEB SITE USAGE AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THIS SITE.

**Links to Third Parties' Web Sites**

Seamless Home Inspection, LLC may have provided links and pointers to Internet sites maintained by third parties ("third party sites") and may from time to time provide third party materials on this site. Neither Seamless Home Inspection, LLC nor its related, affiliated companies or contractors operate or control in any respect any information, products or services on these third party sites. The third party materials in this site and the third party sites are provided "as is" and without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, Seamless Home Inspection, LLC disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness. Seamless Home Inspection, LLC does not warrant or make any representations regarding the use or the results of the use of the third party materials in the third party sites in terms of their correctness, accuracy, timeliness, reliability or otherwise.

**Jurisdiction**

Except as described otherwise, all materials in the Seamless Home Inspection, LLC site are made available only to provide information about Seamless Home Inspection, LLC. Seamless Home Inspection, LLC controls and operates this site from its home office in Aurora, Colorado, United States of America and makes no representation that these materials are appropriate or available for use in other locations. If you use this site from other locations, you are responsible for compliance with applicable local laws.

**General Terms and Conditions**

This Agreement shall be deemed to include all other notices, policies, disclaimers and other terms contained in this Web site; provided, however, that in the event of a conflict between such other terms and the terms of this Agreement, the terms of this Agreement shall control.

This Agreement shall be deemed to have been made in the State of Colorado, U.S.A. and shall be interpreted, and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Colorado, U.S.A., without regard to conflicts of law principles. The parties consent to the exclusive jurisdiction of the state and federal courts for the County of Douglas, Colorado, U.S.A. for the determination of any claim or controversy between the parties and arising out of or relating to this Agreement. Both parties hereby consent to the jurisdiction of the Colorado courts and waive any objections as to personal jurisdiction or as to the laying of venue in such courts due to inconvenient forum or any other basis.

User acknowledges that no joint venture, partnership, employment or agency relationship exists between the User and Seamless Home Inspection, LLC as a result of this Agreement or use of this Web site. User agrees not to hold himself or herself out as a representative, agent or employee of Seamless Home Inspection, LLC and Seamless Home Inspection, LLC shall not be liable for any representation, act or omission of the User.

Seamless Home Inspection, LLC's performance of this Agreement is subject to existing laws and legal process and nothing contained in this Agreement is in derogation of Seamless Home Inspection, LLC's right to comply with law enforcement requests or requirements relating to the User's use of this Web site or information provided to or gathered by Seamless Home Inspection, LLC with respect to such use.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

This Agreement constitutes the entire agreement between the User and Seamless Home Inspection, LLC with respect to this Web site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and Seamless Home Inspection, LLC with respect to this Web site. A printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**Indemnification**

As a condition of use of this Web site, the User agrees to indemnify Seamless Home Inspection, LLC, its parent, subsidiaries and affiliates, and the shareholders, officers, directors, employees and agents of any of them against and from and against any and all claims, demands, judgments, costs, liabilities, expenses (including attorneys' fees) and damages arising out of legal claims resulting from User's use of this Web site, including, without limitation, any claims alleging facts that if true would constitute a breach by User of these terms and conditions.