



TERMS OF USE AND DMCA NOTICE

Effective Date: October 7, 2017

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4.1 We will not treat information that you post to areas of this site that are viewable by others (for example, to a blog, forum or chat-room) as proprietary, private, or confidential. We have no obligation to monitor posts to this site or to exercise any editorial control over such posts; however, we reserve the right to review such posts and to remove any material that, in our judgment, is not appropriate. Posting, transmitting, promoting, using, distributing or storing content that could subject us to any legal liability, whether in tort or otherwise, or that is in violation of any applicable law or regulation, or otherwise contrary to commonly accepted community standards, is prohibited, including without limitation information and material protected by copyright, trademark, trade secret, nondisclosure or confidentiality agreements, or other intellectual property rights, and material that violates export control laws.

4.2 We, in our sole discretion and without notice, reserve the right, but undertake no duty, to review, edit, remove or delete any material submitted as a comment to blog, forum or chat-room provided for display or placed on this site. Specifically, we reserve the right to delete or decline to post content that contains profanity; sexual content; overly graphic, disturbing or offensive material; vulgar or abusive language; hate speech, defamatory comments, or offensive language targeting any specific demographic; personal attacks of any kind; spam; promotions for commercial products or services.

4.3 By submitting a comment for posting, you agree that we 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.



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Notification of Claimed Infringement:
House Inspection Services, PLLC
PO Box 117773
Carrollton, TX, 75011
Agent's Name/Email Address: greg@houseinspects.com
Telephone: 214-243-5676

You may contact our agent for notice of claimed infringement specified above with complaints regarding allegedly infringing posted material and we will investigate those complaints. If the posted material is believed in good faith by us to violate any applicable law, we will remove or disable access to any such material, and we will notify the posting party that the material has been blocked or removed.

In notifying us of alleged copyright infringement, the DMCA requires that you include the following information: (i) description of the copyrighted work that is the subject of claimed infringement; (ii) description of the infringing material and information sufficient to permit us to locate the alleged material; (iii) contact information for you, including your address, telephone number and/or e-mail address; (iv) a statement by you that you have a good faith belief that the material in the manner complained of is not authorized by the copyright owner, or its agent, or by the operation of any law; (v) a statement by you, signed under penalty of perjury, that the information in the notification is accurate and that you have the authority to enforce the copyrights that are claimed to be infringed; and (vi) a physical or electronic



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12. **Links to This Site.** We grant to you a limited, revocable, and nonexclusive right to create a hyperlink to this site provided that the link does not portray us or our products or services in a false, misleading, derogatory, or offensive matter. You may not use any logo, trademark, or tradename that may be displayed on this site or other proprietary graphic image in the link without our prior written consent.

13. **Links to Third Party Websites.** We do not review or control third party websites that link to or from this site, and we are not responsible for their content, and do not represent that their content is accurate or appropriate. Your use of any third party site is on your own initiative and at your own risk, and may be



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Notification of Consumer Rights Complaint or Pricing Inquiry:
House Inspection Services, PLLC
PO Box 117773
Carrollton, TX, 75011
Contact: greg@houseinspects.com
Telephone: 214-243-5676

You may contact us with complaints and inquiries regarding pricing and we will investigate those matters and respond to the inquiries.

The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814, or by telephone at 1-916-445-1254.

16. Arbitration. Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Dallas, Texas, and may be conducted by telephone or online. The arbitrator shall apply the laws of the State of Texas, USA to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Enforcements of any award or judgment shall be governed by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Should either party file an action contrary to this provision, the other party may recover attorney's fees and costs up to \$1000.00.

17. Jurisdiction And Venue. The courts of Dallas, Texas shall be the exclusive jurisdiction and venue for all legal proceedings that are not arbitrated under these Terms of Use.

18. Controlling Law. This Agreement shall be construed under the laws of the State of Texas, USA, excluding rules regarding conflicts of law. The application the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

19. Severability. If any provision of these terms is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event,



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the unenforceability or invalidity of any provision shall not affect any other provision of these terms, and these terms shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

20. Force Majeure. We shall not be liable for damages for any delay or failure of delivery arising out of causes beyond our reasonable control and without our fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures.

21. Privacy. Please review this site's Privacy Policy which also governs your visit to this site. Our Privacy Policy is always accessible on our site's home page.

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>>Material Modifications<< Since October 7, 2017: none.

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